AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 16, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Public Safety Chaplain Len Chilton
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   April 9, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road, Suite 1 on May 3, 2024, from 6:00 p.m. - 9:00 p.m. (District 1).

   Request of Kendra Hill for a waiver of the Noise Ordinance at 4901 Zeigler Boulevard, on April 20, 2024, from 6:00 a.m. - 12:30 p.m. (District 7).
10. **PUBLIC HEARINGS**

    Public hearing to consider a Conditional Use Permit for property located at 5032 Government Boulevard (District 4).
11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    John Robb - Comments about the Mobile Tree Commission's lack of action and not following through with their pledge to plant trees in West Mobile and other

issues.

Carrie Coats - Provide information about a unity weekend event at Lyons Park.

Sabrina Mass - Comments about abuse of power, Police Chief being placed on administrative leave, and calling for the Public Safety Director to remove citizens during the meeting.

Reggie Hill - Zoning & community development, public safety, Civic Center, and Council rules.

12. ORDINANCES HELD OVER

64-024 Rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (sponsored by Councilmember Daves).

64-026 Rezone property located at 4600 Cypress Business Park Drive from B-3 and B-5 to B-3 (sponsored by Councilmember Reynolds).

64-027 Consider an ordinance to amend Chapter 64, Article 5, Section 5 of the Unified Development Code (sponsored by Councilmember Reynolds).

13. RESOLUTIONS HELD OVER

01-319 Authorize agreement with the Alabama Department of Transportation for traffic plan for special events at the University of South Alabama (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-320 Approve purchase order to Imagetrend, LLC for annual renewal of software for MFRD; $90,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-330 Authorize contract with Dorie's, Inc., d/b/a Azalea City Golf Course Grill (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

37-332 Consider the application of Sonia Jordan to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

14. ORDINANCES BEING INTRODUCED

64-028 Consider a Conditional Use Permit for property located at 5032 Government Boulevard (sponsored by Councilmember Reynolds).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-338 Authorize the Mayor to apply, accept, and receive a grant to the Alabama Law Enforcement Agency for the FY 2024 State Homeland Security Grant Program; $142,523.00 (No Local Match) (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr. MFRD).

31-339 Authorize the Mayor to apply, accept, and receive a grant to the Community Foundation of South Alabama in support of Parks & Recreation's after-school and summer programs; $20,000.00 (No Local Match) (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

58-340 Assess costs for removal of weeds, Repeat Weed Lien Group 1650.

60-341 Approve award of special bonus to the Firefighter of the Month; Cranford (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

60-342 Determine an appropriation to Ariel W. Holloway Elementary School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-343 Determine an appropriation to Just 4 Development Laboratory School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-344 Determine an appropriation to Forest Hill Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-356 Determine an appropriation to Prince of Peace Parish, Mobile serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

08-345 Approve purchase order to Musco Sports Lighting, LLC for lighting equipment for Copeland Cox Tenns Center; $548,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-346 Authorize agreements and warranty deed with Alabama Department of Transportation for I-10 Mobile River Bridge and Bayway Corridor Preservation Project. (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Christopher Kern, Legal Dept. and Carleen Stout-Clark, REAM Dept.).

01-347 Authorize agreement with Timmons Group, Inc. for GIS web management services (sponsored by Mayor Stimpson) (submitted by Pat Creamer, GIS Dept.).

07-348 Consent to and approve the issuance of bonds by Infirmary Health System Special Care Facilities Financing Authority (sponsored by City Council).

08-349 Approve item-based bid for truck and van accessories (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-350 Approve purchase order to Howard Industries, Inc. for Operations Center video wall for MPD; $299,197.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-351 Approve purchase order to Just FOIA, Inc. for annual renewal of public records management software; $21,531.84 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-352 Approve purchase order to Sansom Equipment Co., Inc. for 3 automated side-load garbage trucks; $1,214,316.18 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-353 Approve purchase order to SHI International Corp. for network switches and power supplies for network management software for MIT; $23,804.66 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-354 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford F150 pickup trucks; $121,083,00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

18. CALL FOR PUBLIC HEARINGS

41-355 Call for public hearing to consider modification of a previously approved Planned Unit Development for property located at 145, 151, 176, 195, 350, and 400 Dunlap Drive (scheduled for May 21, 2024) (District 2).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 11:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 11:04 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/11/2024 - 12:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/11/2024 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 11:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	4/11/2024 - 12:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	4/11/2024 - 12:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/11/2024 - 1:01 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 1:40 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 4/16 Agenda
Date: Thursday, April 11, 2024 1:00:27 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. Please accept my formal request to be added to the upcoming Agenda.

I will address the following:

* Zoning and Community Development (UDC; general process clarity)
* Public Safety (Kenyen Brown report; ARP/Performance Contract best practices)
* Civic Center (continue remarks that were discriminately disregarded 4/2 & 9/2024)
* Rules (revising procedure to reflect constitutionality and Citizen interest)

Thank you for your attention to this matter, and the continued work from the City Clerk's Office. Have a great week. See you all Tuesday!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748


Efforts of Harmony In a World of Discord
S4TF

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:54 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 255, 257, and 259 Dogwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 27, 2024**, a public hearing will be held on the **2nd day of April, 2024**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 255, 257, and 259 Dogwood Drive from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 1 - 3, GOVERNMENT STREET HIGHLAND, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 441 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-1, Buffer Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-1, Buffer Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form (Attached); 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 6th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **255, 257 & 259 Dogwood Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 1 - 3, GOVERNMENT STREET HIGHLAND, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 441 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-1, Buffer Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-1, Buffer Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form (Attached); 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

SDC-B1 Subdivision (Gregory B. Saad, Saad Development Corporation, Agent)
255, 257 & 259 Dogwood Drive
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 30, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 considered the request of **SDC-B1 Subdivision (Gregory B. Saad, Saad Development Corporation, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District** for the property located at **255, 257 & 259 Dogwood Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____day of_____, 2023.

Gregory B. Saad, Applicant

Applicant Signature ***/G B Saad/, 01/24/2024***

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature — Date

GB Saad

Applicant Signature — Date ~~10/2/23~~ 1.24.2024

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Gregory B. Saad, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 24th day of January, 2024.

Notary Public

My commission expires: My Commission Expires 2/22/2027

BRANDON W. SCOTT NOTARY PUBLIC ALABAMA STATE AT LARGE

SAAD REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM
CCIM

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this 24th day of January, 2023.

Gregory B. Saad, Applicant

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2023

Gregory B. Saad
Saad Development Corporation
3601 Spring Hill Business Park
Suite 200
Mobile, Alabama 36608

Re: 255, 257 & 259 Dogwood Drive
ZON-UDC-002678-2023
SDC-B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Applicant(s)/ Property Owner (s):

At its meeting on November 16, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
- The current development trends, if any, in the vicinity of the subject property;
- Surrounding land uses;
- Would not adversely impact neighboring properties; or
- Cause a loss in property values.

C) Change. Changed or changing conditions in the area make an amendment necessary and desirable.
D) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application will be based on the current legal description and the requested Voluntary Conditions and Use Restrictions form. Please submit the original notarized Voluntary Conditions and Use Restrictions form to the Planning and Zoning Department. Upon receipt of this form, you will be notified of the advertising fee for this application. Upon receipt of the advertising fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Gregory B. Saad
Saad Development Corporation
3601 Spring Hill Business Park
Suite 200
Mobile, Alabama 36608

Re: 255, 257 & 259 Dogwood Drive
ZON-UDC-002678-2023
SDC-B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Applicant(s)/ Property Owner (s):

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

Due to a lack of quorum, the request was heldover until the November 16, 2023, meeting.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

'23OCT27

10-19-2023

RECD BUILD MOBILE
OCT 23 '23 AM9:41

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609

Planing & Zoning/City of Mobile
P.O.Box 1827
Mobile, AL 36633-1827
ATTN: Mr. Bert Hoffman Long Range Planning City of Mobile

Re: Sub-002678-2023/ Sub-002680-2023

Dear sirs,
My name is Chuck Sierke, my wife Linda and I live at 257 Dogwood Dr. Mobile, AL. We are unable to attend the scheduled meeting in person so we are writing this letter in regard to the project: ZON-UDC-002678-2023/Sub-002680-2023 that is under consideration for the development at Airport Blvd and Dogwood Drive. We have been an owner or resident on the street for over 28 years and currently own and reside at the address of 257 Dogwood Dr.
We care about our neighbors and the surrounding area. Times have changed and the little quiet street that was, is no more. There are multiple reasons we feel this property is no longer suited for residential living.
1. The close proximity to commercial businesses around this location: 250 feet to CVS, 500 feet Publix grocery store, 400 feet to Murphy gas station, 1000 feet to the Wells Fargo Bank, 1000 feet to the Marathon gas station, 1500 feet to the Planet Fitness and the Piggly Wiggly.
2. We no longer enjoy sitting on the front porch as we look directly at the CVS dumpster and traffic on University Blvd. We have to close our blinds while having dinner as again, we look at the dumpster at CVS.
3. There is never a time we do not hear cars/trucks, wrecks, sirens and music from vehicles. We cannot open our windows because of the seemingly constant noise level.
4. We now have pedestrians cutting through our yard, to the side of 255 Dogwood to Airport Blvd.
5. We also feel that this is a good project for the location and

that the developer is very cognizant and considerate of the neighborhood concerns.

6. The covenants of the subdivision have been vacated and the developer has presented a project that meets or exceeds all the requirements to proceed with the project.

7. The developer provided a traffic impact study showing there will be very little impact to Dogwood Dr. residents or the surrounding neighborhoods due to this project. Also, the developer is providing a much larger buffer or green space between the building and the adjoining property owners. Providing them with far more privacy and buffer than required. This showed us just how much the developer cares about Mobile and the residents in the surrounding area.

8. Through the years, the street has become a cut through during high traffic times resulting in more traffic and noise on the street that is only getting worse.

Thank you again for your consideration.

Best regards,

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609
251-404-5190

ECD BULD MOBILE
OCT 23 '23 AM9:41

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Assembly Room at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1), to Buffer Business Suburban District (B-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

Zoning Request SDC-B1 Airport Boulevard and Dogwood Drive

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	$1,500
Rezoning, Text Amendment, or Specific Area Plan	$500
Planned Development	$500
Planning Approval or Planned Unit Development	$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

- ☐ **Conditional Use Permits** — Checklist A
- ■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Gregory B. Saad	Gregory B. Saad
Firm:	Saad Development Corporation	Saad Development Corporation
Phone:	251-709-0330	251-709-0330
Email:	gregsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608

GS

	Owner	Design Professional
Name:	See Attached Exhibit A List of Owners	HDS Architecture and GMC
Firm:	See Attached Exhibit A	See Attached Exhibit A
Phone:	See Attached Exhibit A	See Attached Exhibit A
Email:	See Attached Exhibit A	See Attached Exhibit A
Address:	See Attached Exhibit A	See Attached Exhibit A

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

SEE ATTACHED EXHIBIT A
Property Address

2.82 ACRES SEE ATTACHED EXHIBIT A
Property Area (acres or square feet)

SEE ATTACHED EXHIBIT A
Parcel Number(s) or Key Number(s)

Suburban Single Family Residential
Present Zoning or Transect District

R1 Single Family Suburban to B1 Buffer Business Suburban
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

GB Saad
Applicant or Agent Signature (if applicable)

October 1, 2023
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GB Saad
Applicant or Agent Signature

October 1, 2023
Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ■ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

   Low Density Residential
   Future Land Use Map (FLUM) Designation

   R-1 to B-1 SEE ATTACHED EXHBIT A - CHECKLIST B
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe how this proposal promotes the community's health, safety, and welfare.
   SEE ATTACHED EXHBIT A - CHECKLIST B.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   SEE ATTACHED EXHBIT A - CHECKLIST B

gs

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   SEE ATTACHED EXHBIT A - CHECKLIST B

2. Describe the surrounding land uses.
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   SEE ATTACHED EXHBIT A - CHECKLIST B

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   SEE ATTACHED EXHBIT A - CHECKLIST B

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   SEE ATTACHED EXHBIT A - CHECKLIST B

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Not Applicable

gs

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature — Date

GB Saad

Applicant Signature — Date 10/2/23

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Gregory B. Saad, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.
Given under my and official seal this the _____ day of _____, _____.

Notary Public

My commission expires: _____

SAAD
REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
DocuSigned by: P C Sierke Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: BAE45F66-DE78-4D03-BC[illegible]CA81B9AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD	
Designee (1)	Designee (2)
gregsaad@saad.com	
Email	Email
251.709.0330	
Phone Number	Phone Number
DocuSigned by: [signature]	October 3, 2023 | 8:48:08 AM PDT
Signature of Property Owner	Date

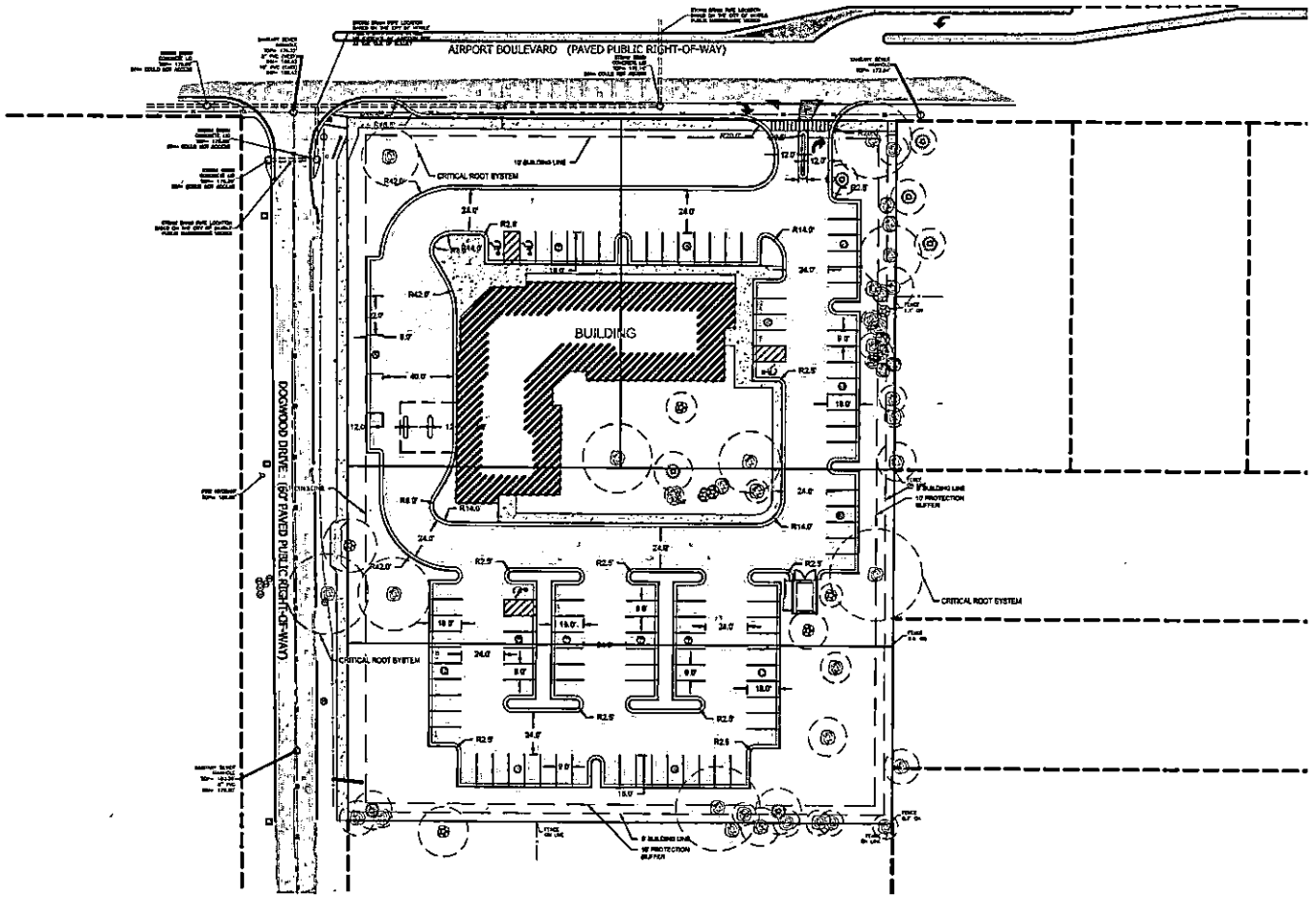
City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Linda Sierke Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date



SITE DATA TABLE

CITY OF MOBILE
MOBILE COUNTY, ALABAMA

PROPOSED SITE AREA:	2.8 AC.
ADDRESS:	AIRPORT BLVD
ZONING:	
BUILDING S.F.	APPROX. 11,930 S.F.
YARD SETBACKS:	
FRONT:	10'
SIDE:	10'
REAR:	10'
PARKING REQ'D:	60 SPACES
PARKING PROVIDED:	116 (INC. 4 H/C)

REV #	DATE	DESCRIPTION

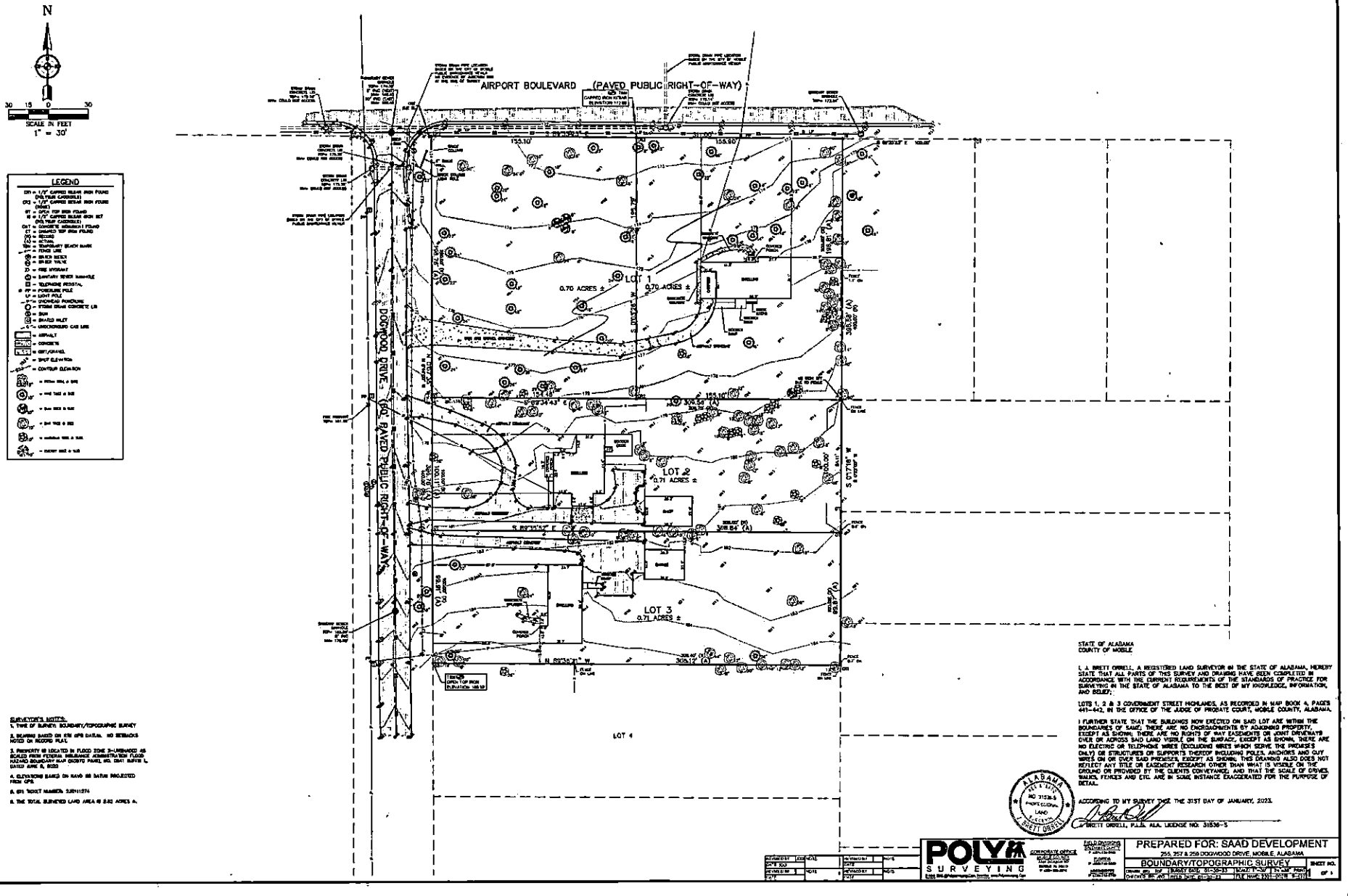
ANCHOR
59 N. Florida Street
Mobile, Alabama 36607
P: 251.459.8480

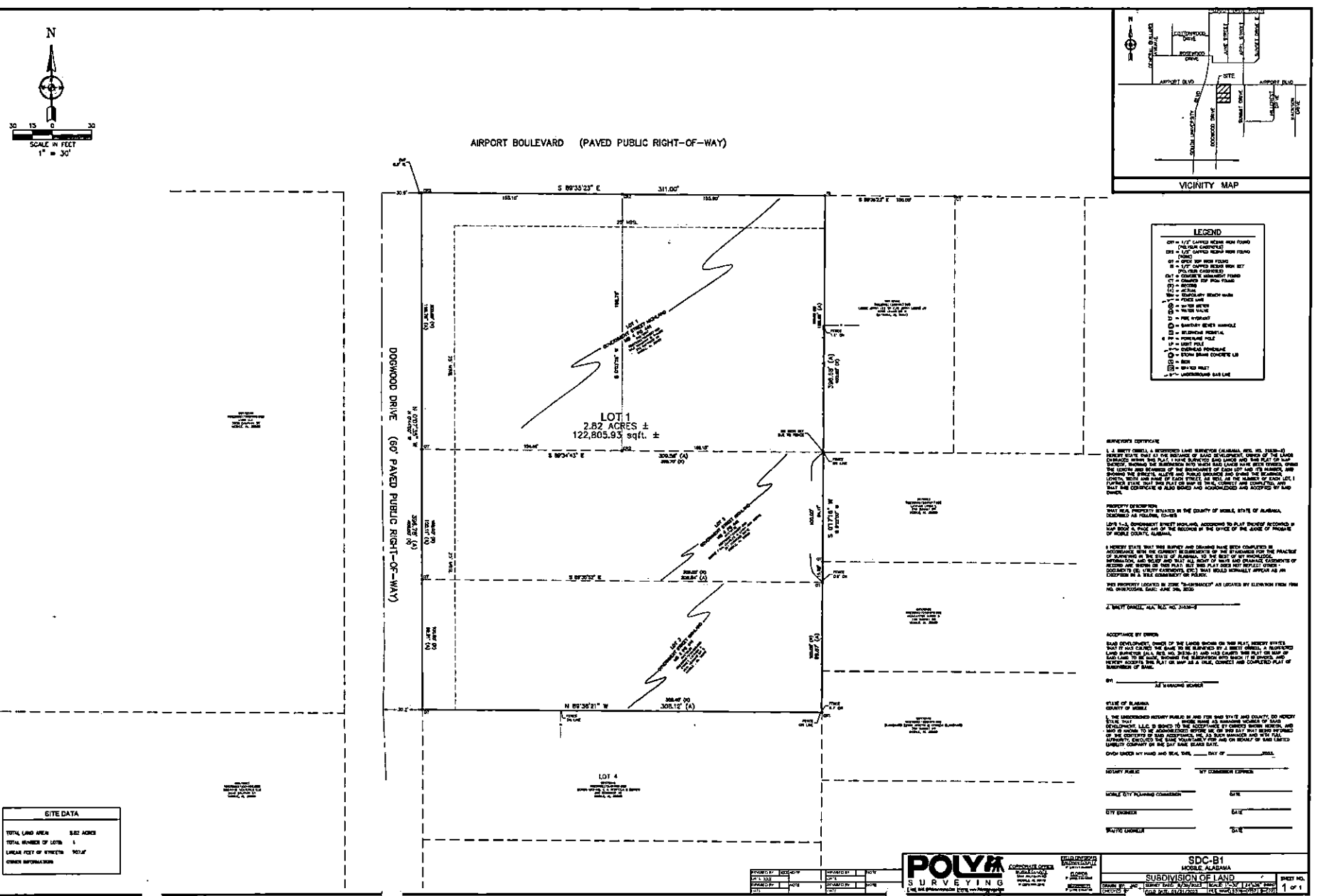
SITE CONCEPTUAL LAYOUT

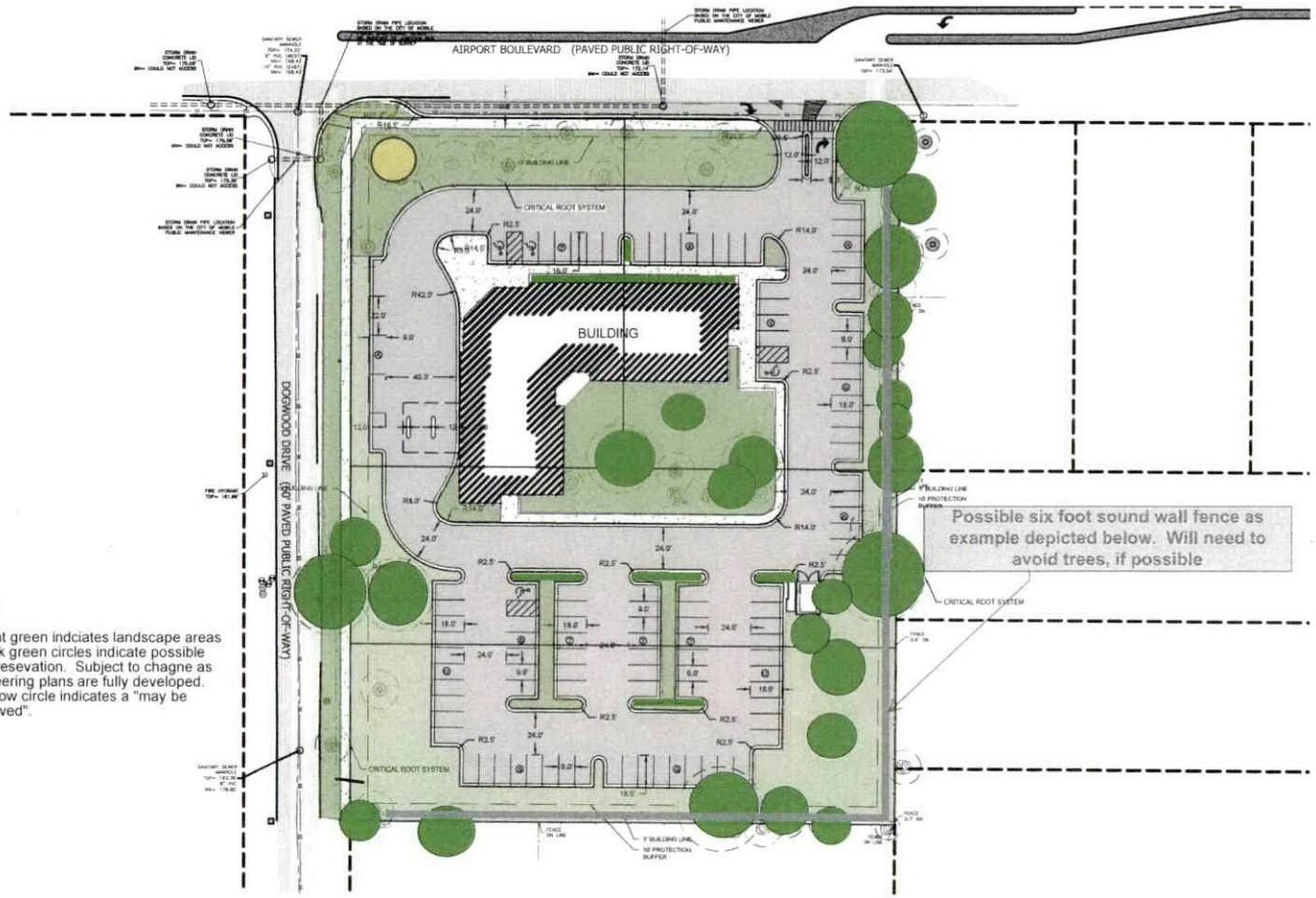
SAAD DEVELOPMENT
MOBILE, ALABAMA

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	8/28/2023
SCALE	1" = 30'
SHEET	1 of 1


N
30 15 0 30
SCALE IN FEET
1" = 30'
LEGEND
AIRPORT BOULEVARD (PAVED PUBLIC RIGHT-OF-WAY)
DOGWOOD DRIVE (50' PAVED PUBLIC RIGHT-OF-WAY)
LOT 1
0.70 ACRES ±
LOT 2
0.71 ACRES ±
LOT 3
0.71 ACRES ±
LOT 4
SURVEYOR'S NOTES:
1. TYPE OF SURVEY: BOUNDARY/TOPOGRAPHIC SURVEY
2. BEARINGS BASED ON GPS DATUM. NO SETBACKS NOTED ON RECORD PLAT.
3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD HAZARD BOUNDARY MAP (SCIPTO PANEL NO. 0041 SUFFIX L DATED JUNE 6, 2000
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM GPS.
5. GPS "ROOT" NUMBER: SUR#11274
6. THE TOTAL SURVEYED LAND AREA IS 2.42 ACRES ±.
STATE OF ALABAMA
COUNTY OF MOBILE
I, A. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF;
LOTS 1, 2 & 3 GOVERNMENT STREET HIGHLANDS, AS RECORDED IN MAP BOOK 4, PAGES 441-442, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA.
I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.
ACCORDING TO MY SURVEY THIS THE 31ST DAY OF JANUARY, 2023.
A. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31536-S
ALABAMA
NO. 31536-S
PROFESSIONAL
LAND
SURVEYOR
A. BRETT ORRELL
POLY SURVEYING
PREPARED FOR: SAAD DEVELOPMENT
255, 257 & 259 DOGWOOD DRIVE, MOBILE, ALABAMA
BOUNDARY/TOPOGRAPHIC SURVEY
SHEET NO.
1 OF 1


N
30 15 0 30
SCALE IN FEET
1" = 30'
AIRPORT BOULEVARD (PAVED PUBLIC RIGHT-OF-WAY)
DOGWOOD DRIVE (60' PAVED PUBLIC RIGHT-OF-WAY)
S 89°35'23" E
311.00'
N 89°36'21" W
305.12' (M)
LOT 1
2.82 ACRES ±
122,805.93 sq.ft. ±
LOT 4
VICINITY MAP
SITE
CUTTINGWOOD DRIVE
ROSEWOOD DRIVE
JUNE STREET
APRIL STREET
MAYDELL DRIVE
SUMMIT DRIVE
LEGEND
SITE DATA
TOTAL LAND AREA 2.82 ACRES
TOTAL NUMBER OF LOTS 1
LINEAR FEET OF STREETS 902.0'
OTHER INFORMATION
SURVEYOR'S CERTIFICATE
PROPERTY DESCRIPTION
ACCEPTANCE BY OWNER
STATE OF ALABAMA
COUNTY OF MOBILE
NOTARY PUBLIC
MY COMMISSION EXPIRES
MOBILE CITY PLANNING COMMISSION
DATE
CITY ENGINEER
DATE
TRAFFIC ENGINEER
DATE
POLY
SURVEYING
SDC-B1
MOBILE, ALABAMA
SUBDIVISION OF LAND
SHEET NO.
1 OF 1



Notes:

1. Light green indciates landscape areas
2. Dark green circles indicate possible tree presevation. Subject to chagne as engineering plans are fully developed.
3. Yellow circle indicates a "may be preserved".

This plan is presented as a conceptual plan. Applicant reserves the right to modify as allowed under applicable zoning and building code regualtions.

REV #	DATE	DESCRIPTION

ANCHOR
50 N. Florida Street
Mobile, Alabama 36607
P: 251.459.8480

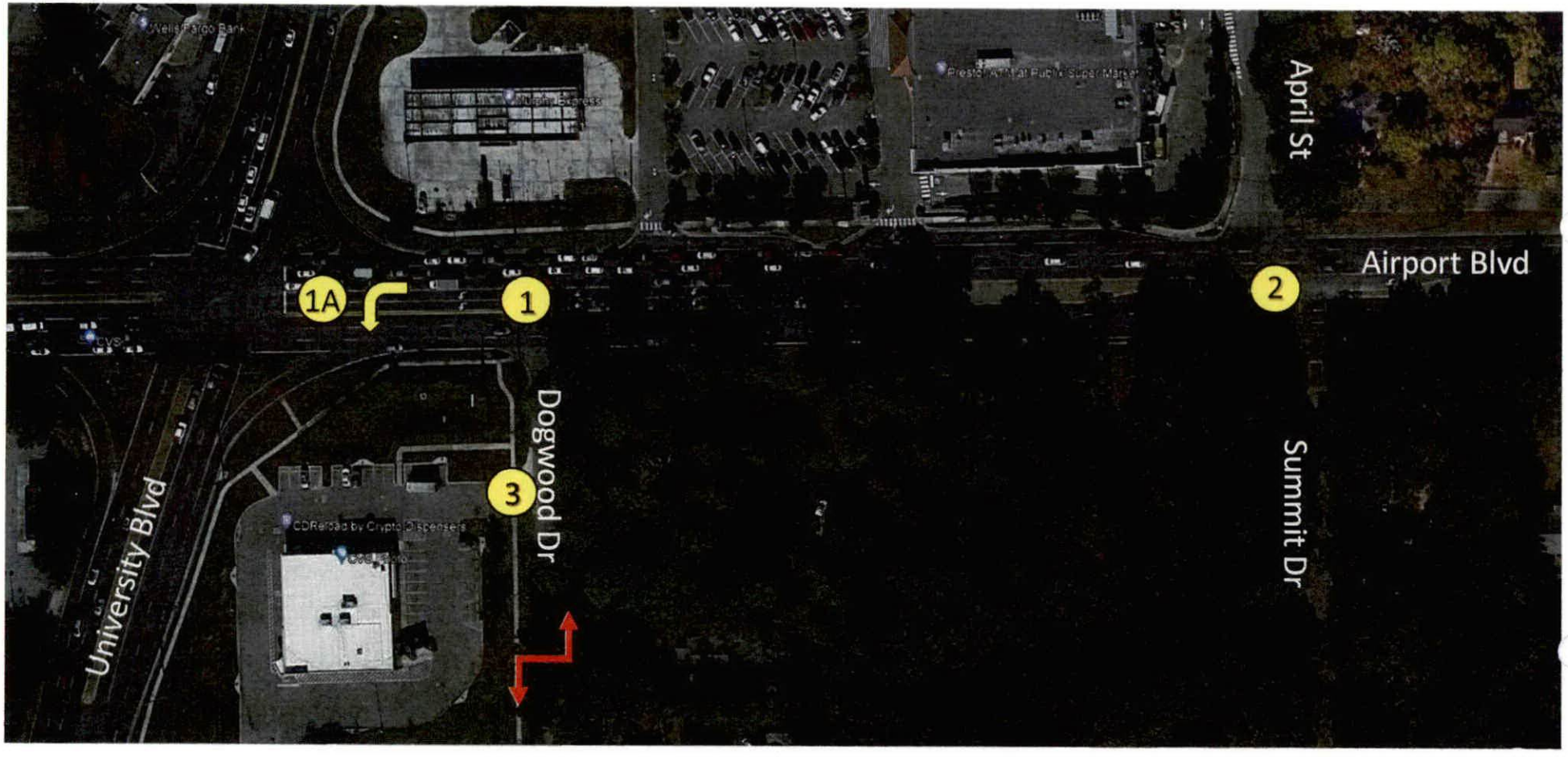
SITE CONCEPTUAL LAYOUT

SAAD REALTY PARTNERS
SAAD DEVELOPMENT CORPORATION

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	9/28/2023
SCALE	1" = 30'
SHEET	1 of 1

5/2/23 Darrell, please conduct the following traffic counts shown below in Mobile, AL. Please conduct turning movement counts from 7-9 am, 2:15 to 3:45 pm, and 4-6 pm at 1) Airport Blvd at Dogwood Dr; 1A) Airport Blvd at University Blvd (WB lefts only); 2) Airport Blvd at Summit Dr/April St; and 3) Dogwood Drive at CVS driveway. Please also conduct a 24-hour bidirectional count WITH SPEED on Dogwood Drive south of Airport Blvd and the CVS driveway (but not at the speed hump). Please count as soon as possible since school is winding down. Questions, let us know. Thanks! – Julie



MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
M0BILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Overview

Applicant.	Gregory B. Saad, President, Saad Development Corporation.
Address.	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608.
Property.	255, 257, and 259 Dogwood Drive, Mobile, AL 36608.
Request.	Change in Zoning Classification from R-1 to B-1.
Request.	Subdivision of Lots 1, 2, and 3, Government Street Highland, Map Book 4, Page 441. Modify all three lots into 1 lot.
Parcel Size.	2.82 acres. See enclosed Survey.
Purpose.	Redevelopment of infill property to professional office development.
Project Schedule.	Forecast of schedule provides a construction start in third quarter of 2024 and completion in 2025.
Project Scope.	The project is planned for between 14,000 to 28,000 square feet of professional office space. The project scope has not yet been defined as one story or two stories. For purposes of this application, we are assuming the building will be approximately 24,000 square feet per floor. The final size will likely change based on the final architectural design.

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EXHIBIT A

TO APPLICATION FOR REZONING AND SUBDIVISION

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

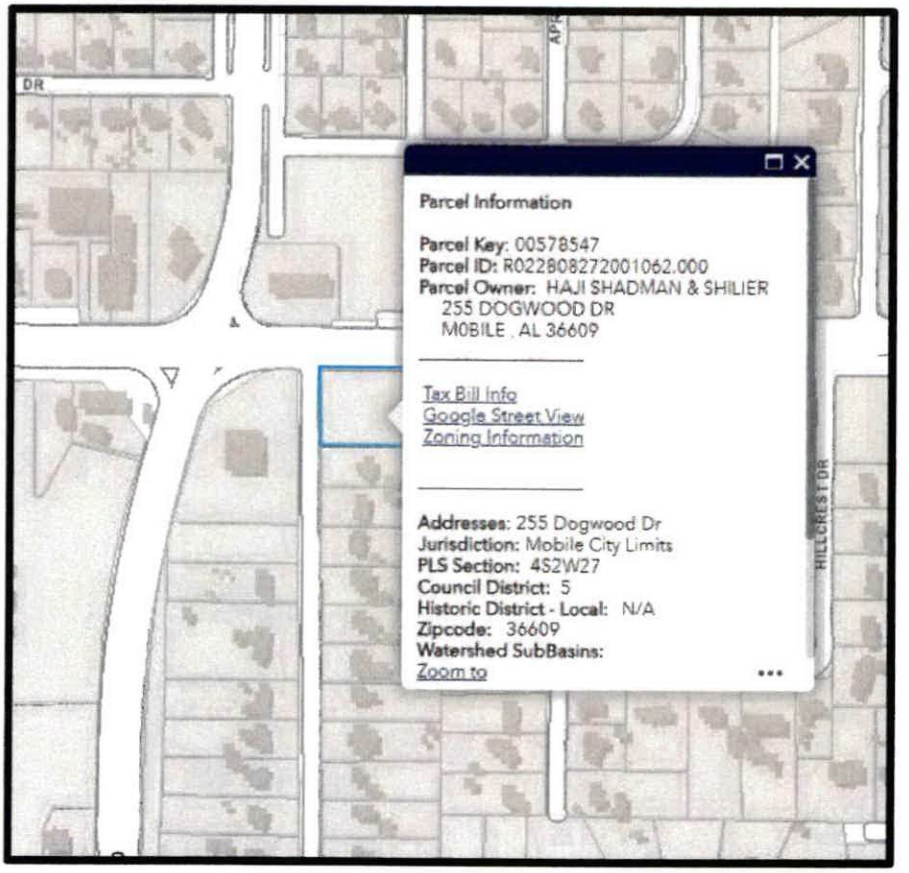
There are three contiguous individually owned properties with this request for zoning change from R-1 to B-1. The property owners and addresses are as follows:

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

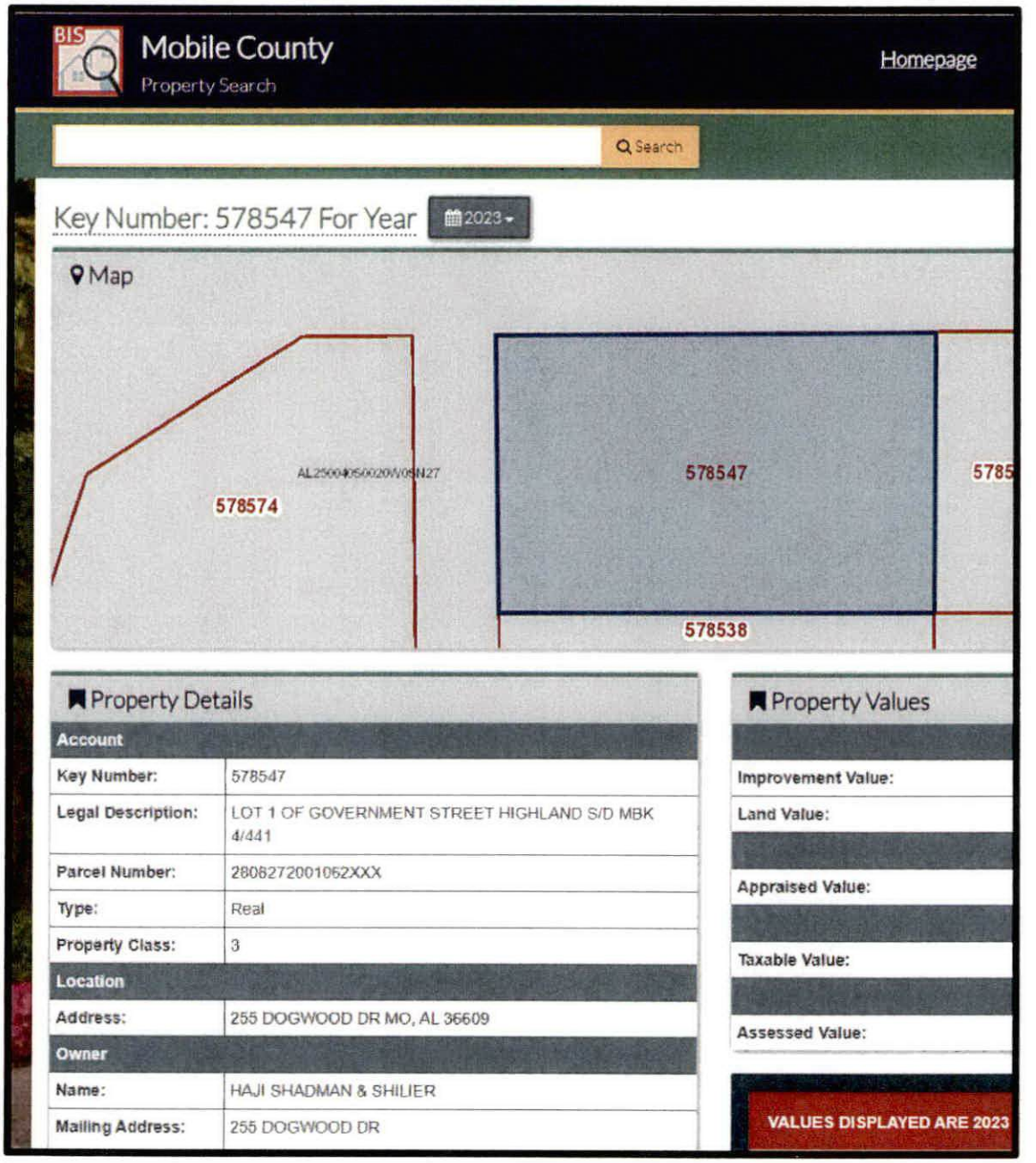
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 1, Government Street Highland, according to plat thereof recorded in Map Book 4, page 441 of the records in the Office of the Judge of Probate of Mobile County, Alabama



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255 Dogwood Drive, Mobile, AL 36609



Property Details

Account	
Key Number:	578547
Legal Description:	LOT 1 OF GOVERNMENT STREET HIGHLAND S/D MBK 4/441
Parcel Number:	2806272001062XXX
Type:	Real
Property Class:	3
Location	
Address:	255 DOGWOOD DR MO, AL 36609
Owner	
Name:	HAJI SHADMAN & SHILIER
Mailing Address:	255 DOGWOOD DR

Property Values

Improvement Value:	
Land Value:	
Appraised Value:	
Taxable Value:	
Assessed Value:	

VALUES DISPLAYED ARE 2023

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

255 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: DB6619D7-B7B4-4BF3-9C83-8109C2B880F5

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shadman Hali Signature of Property Owner	October 3, 2023 | 1:26:53 PM PDT Date

DocuSign Envelope ID: 289F02CC-D953-4561-A9DA-14D2C0352935

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shilier Hali Signature of Property Owner	October 3, 2023 | 2:29:11 PM PDT Date

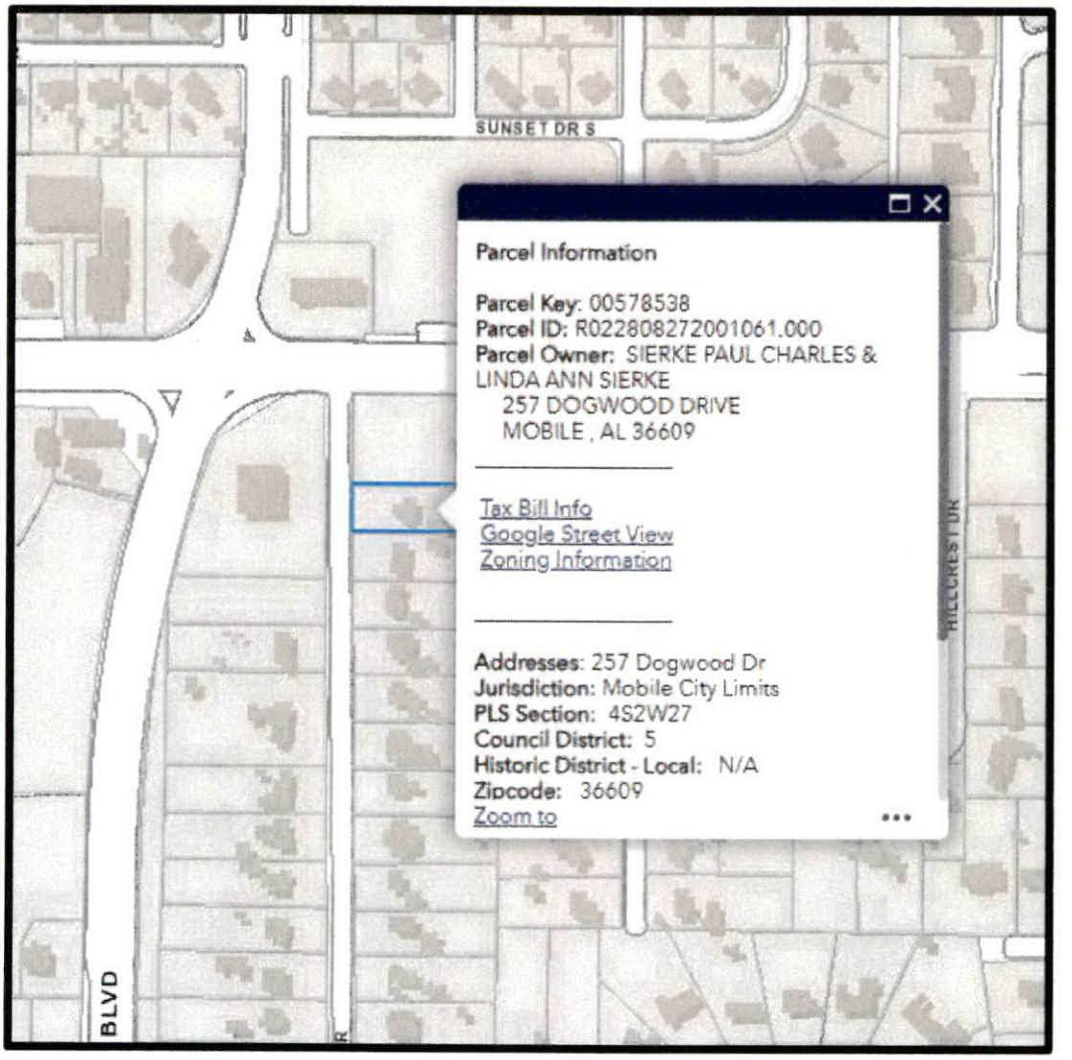
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: 8299E1F7-E69C-4B71-A216-271D1EBBDE07

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: FD8E8F72-B47D-438B-90BB-3E1114C25F41

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

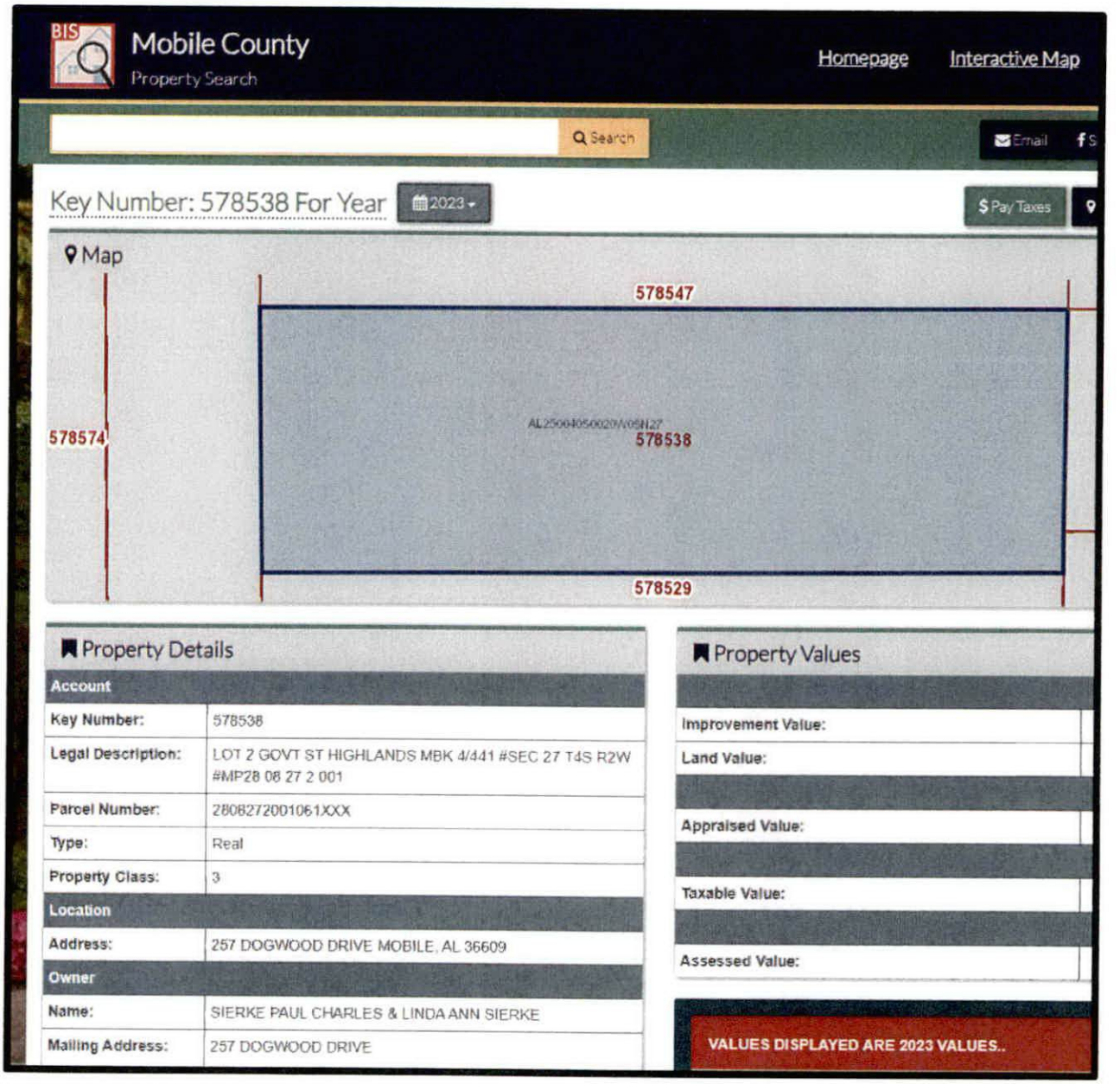
I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609



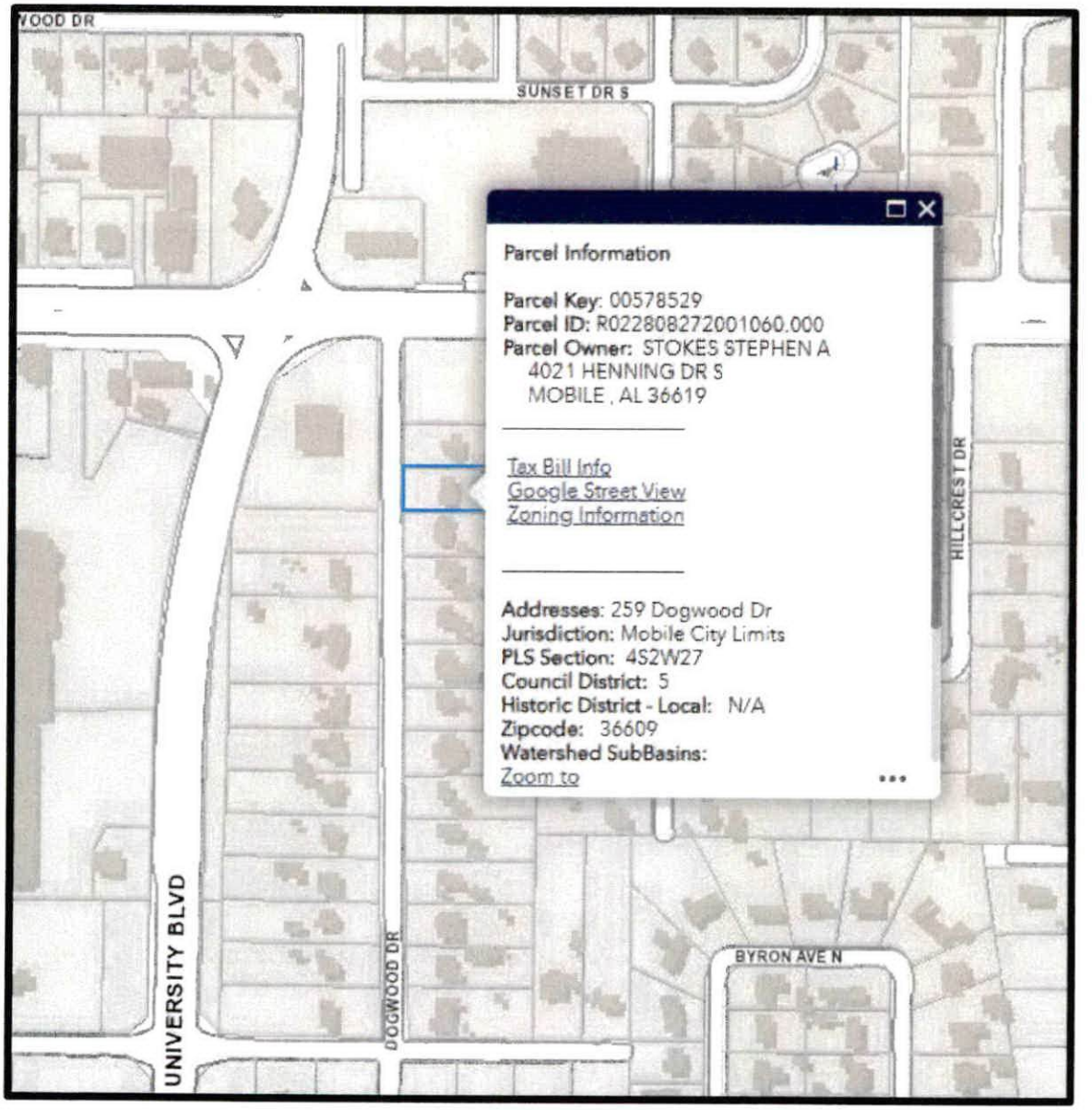
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

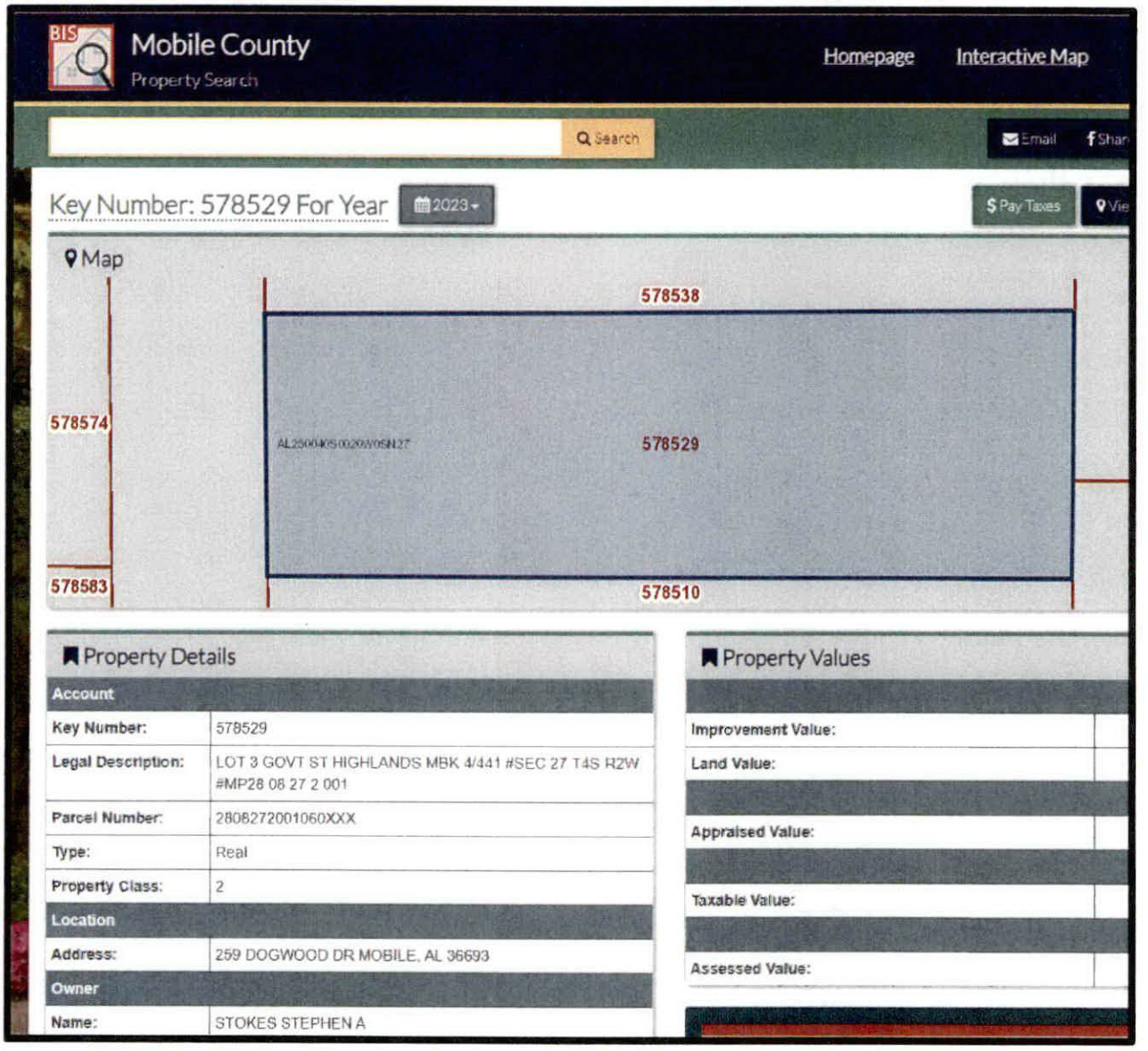
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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259 Dogwood Drive, Mobile, AL 36609



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259 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: BAE45F66-DE78-4D03-B660-4CA81B8AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 8:48:08 AM PDT Date

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Letters to Property Owners.

SAAD REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

June 15, 2023

[redacted]
Mobile, Alabama 36609

Re: Subdivision, Planning Approval and Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear Sir/Madam:

According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-3-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date - Tuesday July 11, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:00 - 5:30 pm
Applicant Request the following:

- Subdivision Approval – combining three parcels into one parcel.
- Zoning Change from R-1 to B-1
- Special Exception

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

SEE ATTACHED EXHIBIT A	2.82 ACRES SEE ATTACHED EXHIBIT A
Property Address	Property Area (acres or square feet)
SEE ATTACHED EXHIBIT A	
Parcel Number(s) or Key Number(s)	
Suburban Single Family Residential	R1 Single Family Suburban to B1 Buffer Business Suburban
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

Property Description. The properties are located at the northeast corner of Airport Boulevard and Dogwood Drive, Mobile, Alabama.

Property Addresses, Key Numbers and Parcel ID Numbers

255 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578547
Parcel ID: R022808272001062.000

257 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578538
Parcel ID: R022808272001061.000

259 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578529
Parcel ID: R022808272001060.000

Present Zoning – R-1.

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

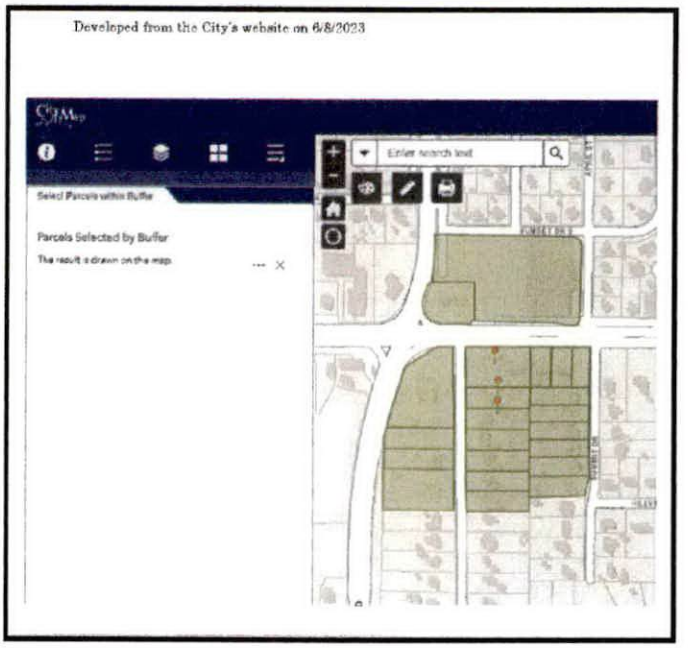
a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

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FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Property owners within 300 feet.



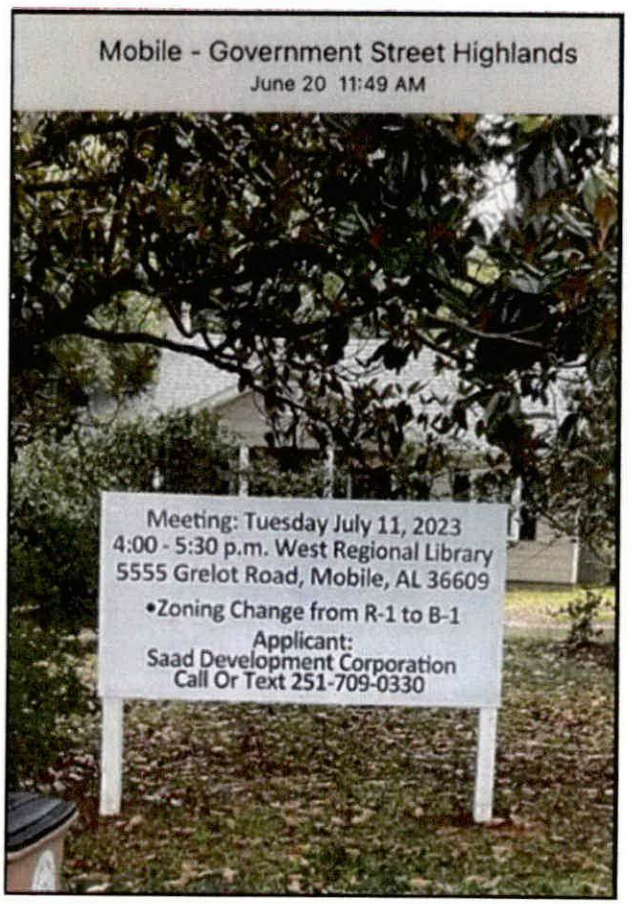
OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISION	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Shape_Length	Shape_Area
1	578084	R022808272001016.000	MOBILE 2021 LLC	4601 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	572.2315841	17193.38835
2	578137	R022808272001021.000	KENT E CHERYLE	272 SUMMIT DR		602 SKYLINE DR W	MOBILE	AL	36609	778.3536081	27810.47691
3	578529	R022808272001060.000	STOKES STEPHEN A	259 DOGWOOD DR		4021 HENNING DR S	MOBILE	AL	36619	826.5653701	31612.91337
4	578556	R022808272001063.000	LOCKE JERRY LEE SR C/O JERRY LOCK	4609 AIRPORT BLVD		5290 LEMAN DR W	SATSUMA	AL	36572	603.393443	20222.70363
5	578565	R022808272001064.000	MOBILE 2021 LLC	4605 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	608.6810413	20264.60208
6	531437	R022805223001075.000	WAW FAMILY TRUST, DATED JANUARY C/O PUBLIX SUPER	4628 AIRPORT BLVD	SUNSET POINT SUBDIVISION	P O BOX 32018	LAKELAND	FL	33802	2272.467875	265889.8231
7	2425753	R022805223001075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC C/O MURPHY USA	4640 AIRPORT BLVD	SUNSET POINT S/D	PO BOX 7300	EL DORADO	AR	71731	849.4876558	49233.56151
8	578583	R022808272001066.000	DOGWOOD VENTURES LLC	256 DOGWOOD DR	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	872.3582423	34099.27245
9	578574	R022808272001065.000	LV5K LLC	4645 AIRPORT BOULEVARD	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	1297.914673	100309.6403
10	578093	R022808272001017.000	LANHAM LINDA L	256 SUMMIT DR		256 SUMMIT DR	MOBILE	AL	36609	748.0920515	24558.57741
11	578100	R022808272001018.000	MUNCASTER MARIN D	258 SUMMIT DR		258 SUMMIT DR	MOBILE	AL	36608	740.8490536	23493.15147
12	578119	R022808272001019.000	BLANCHARD EDWIN JOSEPH & CHAN	260 SUMMIT DR		260 SUMMIT DR	MOBILE	AL	36609	751.451439	24890.97604
13	578128	R022808272001020.000	BILDREY JUSTUS PRICE & CAROLE AN	268 SUMMIT DR		268 SUMMIT DR	MOBILE	AL	36609	749.4267821	24456.58636
14	578146	R022808272001022.000	STEWART HEATHER	276 SUMMITT DR		276 SUMMITT DR	MOBILE	AL	36609	757.6708432	27216.52202
15	578486	R022808272001055.01	LUSTERIO KATERINA C/O HALFORD V	277 DOGWOOD DR		277 DOGWOOD DR	MOBILE	AL	36609	822.0443566	31380.59807
16	578495	R022808272001057.000	ROFFLER MITCHELL & MICHELLE ROF	275 DOGWOOD DR		275 DOGWOOD DR	MOBILE	AL	36609	819.4750385	30933.26087
17	578501	R022808272001058.000	SAVIO SARITA DAWN	269 DOGWOOD DR		269 DOGWOOD DR	MOBILE	AL	36609	821.6274069	31231.48407
18	578510	R022808272001059.000	BOWEN MICHAEL C & REBECCA E BO	265 DOGWOOD DR		265 DOGWOOD DR	MOBILE	AL	36609	821.3294071	31091.39347
19	578538	R022808272001061.000	SIERKE PAUL CHARLES & LINDA ANN	257 DOGWOOD DRIVE		257 DOGWOOD DRIVE	MOBILE	AL	36609	831.7735966	31964.43875
20	578547	R022808272001062.000	HAJI SHADMAN & SHILIER	255 DOGWOOD DR	STREET HIGHLAND	255 DOGWOOD DR	MOBILE	AL	36609	1034.444271	63423.33681
21	578618	R022808272001069.000	DOOLITTLE DAVID K & NANCY P	268 DOGWOOD DR		268 DOGWOOD DR	MOBILE	AL	36609	883.7602747	34175.47644
22	578627	R022808272001070.000	QUILL RICHARD O JR & MARY M	276 DOGWOOD DR		276 DOGWOOD DR	MOBILE	AL	36609	1089.925005	69124.04845

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted signs, date, and location of the meeting.

1st Neighbor Meeting 7.11.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



257 Dogwood Drive, Mobile, AL 36609



259 Dogwood Drive, Mobile, AL 36609

SAAD
REALTY PARTNERS

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

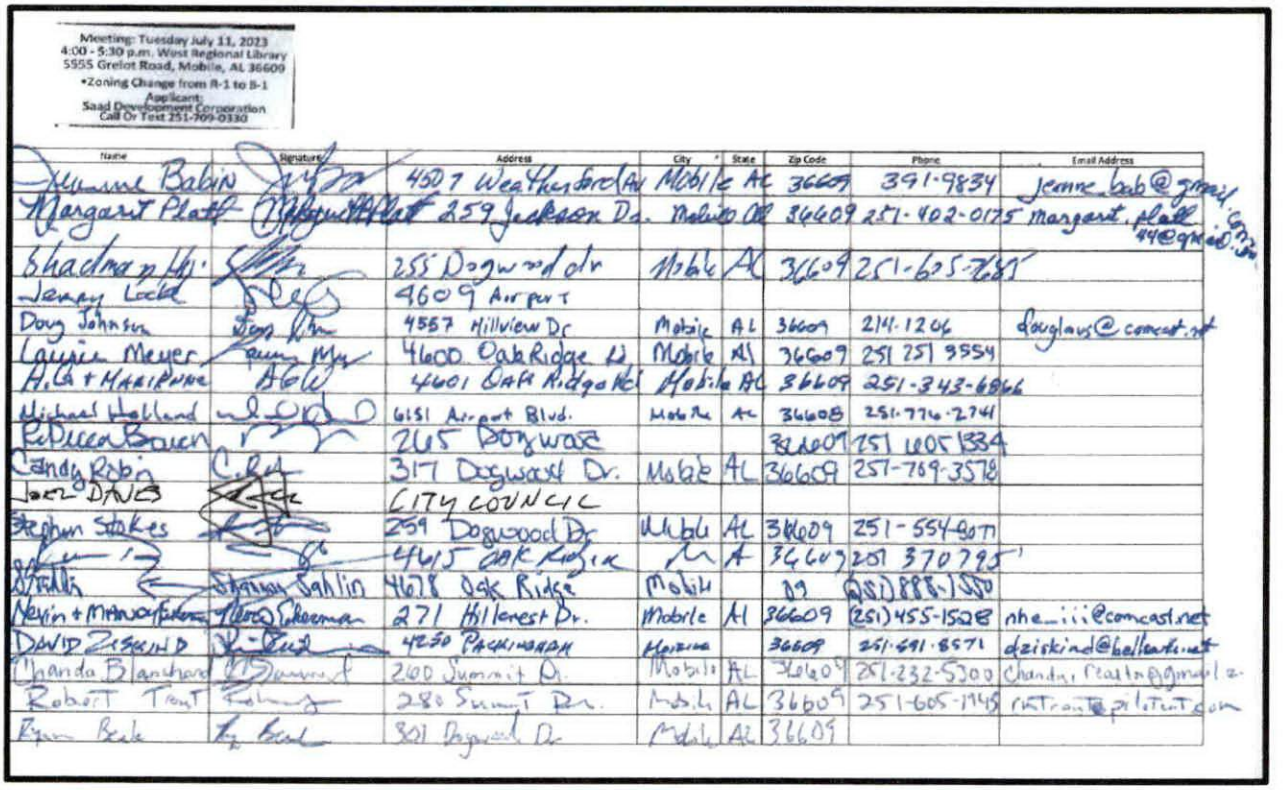




3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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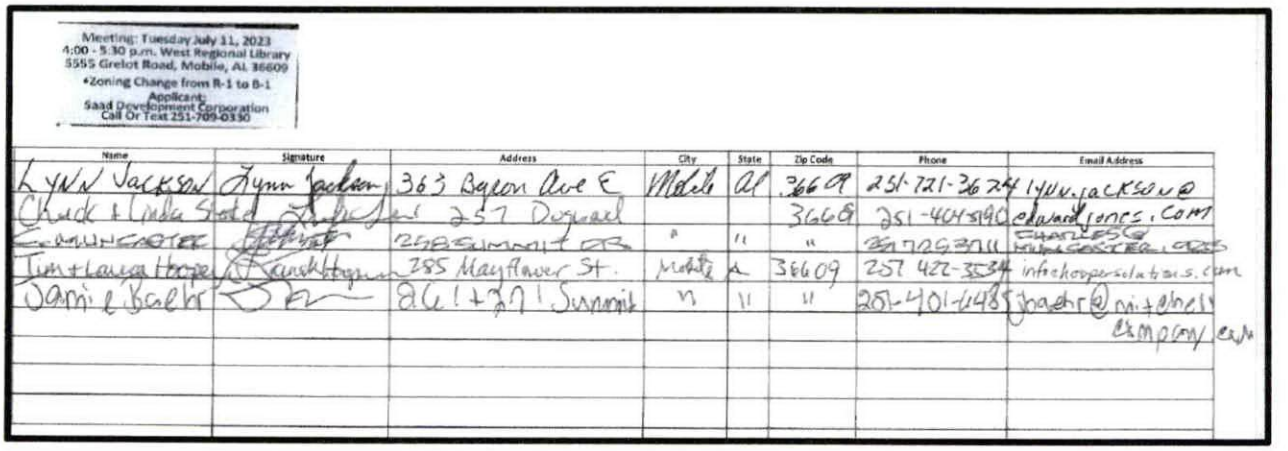
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Sign-in sheets.



Meeting: Tuesday July 11, 2023
4:00 - 5:30 p.m. West Regional Library
5555 Grelot Road, Mobile, AL 36609
•Zoning Change from R-1 to B-1
Applicant:
Saad Development Corporation
Call Or Text 251-709-0330

Name	Signature	Address	City	State	Zip Code	Phone	Email Address
Jeanne Babin		4507 Weatherford Ave	Mobile	AL	36609	391-9834	Jeanne_bab@gmail.com
Margaret Platt		259 Jackson Dr.	Mobile	AL	36609	251-402-0175	margaret.platt44@gmail.com
Shadman Hij		255 Dogwood dr	Mobile	AL	36609	251-605-7685	
Jenny Locke		4609 Airport					
Doug Johnson		4557 Millview Dr	Mobile	AL	36609	214-1206	douglaus@comcast.net
Laurie Meyer		4600 Oak Ridge Dr	Mobile	AL	36609	251 751 9554	
A.G + Mariana		4601 Oak Ridge Dr	Mobile	AL	36609	251-343-6866	
Michael Holland		6151 Airport Blvd.	Mobile	AL	36608	251-776-2741	
LaDeen Bauer		265 Dogwood			36609	251 605 1334	
Candy Robin		317 Dogwood Dr.	Mobile	AL	36609	251-769-3578	
Jon DANG		CITY COUNCIL					
Stephen Stokes		259 Dogwood Dr	Mobile	AL	36609	251-554-9071	
[illegible]		4645 Oak Ridge		AL	36609	251 370 795	
[illegible]		4678 Oak Ridge	Mobile		09	(251) 885-1350	
Kevin + Mana[illegible]		271 Hillcrest Dr.	Mobile	AL	36609	(251) 455-1528	nhe...i@comcast.net
DAVID ZISKIND		4250 PACKINGHAM	Mobile		36609	251-591-8571	dziskind@bellsouth.net
Chanda Blanchard		260 Summit Dr.	Mobile	AL	36609	251-232-5300	Chanda.realtor@gmail.com
Robert Trent		280 Summit Dr.	Mobile	AL	36609	251-605-1948	rwtrent@bellsouth.com
Ryan Beale		301 Dogwood Dr	Mobile	AL	36609		



Meeting: Tuesday July 11, 2023
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•Zoning Change from R-1 to B-1
Applicant:
Saad Development Corporation
Call Or Text 251-709-0330

Name	Signature	Address	City	State	Zip Code	Phone	Email Address
LYNN Jackson		363 Byron Ave E	Mobile	AL	36609	251-721-3624	lynn.jackson@
Chuck + Linda Stabler		257 Dogwood			36609	251-404-5190	edwardjones.com
[illegible]		258 Summit Dr	"	"	"	251-726-3711	CHARLES@
Tim + Laura Hooper		285 Mayflower St.	Mobile	AL	36609	257 422-3534	infrahooperslabs.com
Jamie Beale		261 + 271 Summit	"	"	"	251-401-6485	jbeale@mitchcompany.com

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1ST NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT B – JULY 11, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW JULY 11, 2023, NEIGHBORHOOD MEETING NOTES

MEETING: TUESDAY JULY 11, 2023

2.82 acres – Northeast corner of

Airport Boulevard & Dogwood Drive, Mobile, AL

Neighborhood Meeting

7.11.2023 4:00pm

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Mr. Saad welcomed all and requests that all attendees please be sure to sign up for our meeting.
- Mr. Saad introduced himself and provided an opening statement.
- Mr. Saad then distributed and presented EXHIBIT B.
- Following the presentation of EXHIBIT B, Mr. Saad opened the floor to questions and comments.
- Q - Attendee. Will the Saturday workdays be over-flow workdays after bad weather days?
- A - Mr. Saad. Yes, that is possible, but probably limited to days to coincide with long lead item delivery or schedule impacts due to bad weather. However, the exterior working hours will remain daytime only, which are typically 7:00 am to 6:00 pm.
- Q - Attendee of Jackson Heights. Traffic sometimes backs up past Summit, westbound.
- A - Confirmed there has been a traffic study approved to help the traffic lights in sequence.
- Q – Attendee. How long will the process of building the turning lane in the median of Airport take?
- A - Mr. Saad. Hard to forecast as this depends on scheduling, but I would estimate between 30 and 60 days. However, we will have to provide an acceptable plan for the city approval.
- Q – Attendee. Where will construction deliveries come in?
- A - Mr. Saad. All construction workers and deliveries will enter and exit to and from Airport Boulevard only. There will be no construction entrance off Dogwood.
- City Councilman Joel Daves. Process of this project goes as follows: neighborhood meeting, application to planning commission, planning commission meeting, planning commission

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determination, zoning change goes before city council, city council meeting, appeal to circuit court of Mobile.

- Q – Attendee. Why was this site selected?
- A - Mr. Saad. The site search criteria required an Airport Boulevard parcel. The target area is west side of I-65 on Airport extending westward to Bit & Spur Road with a parcel size of 2 to 3 acres. We have conducted this site search for over three years and after examining the very few sites which had potential, this site is the only site which meets the location and property size requirements.

- Q – Attendee. Will this project increase our property values?
- A - Mr. Saad. B – 1 is specifically designed to abut residential and in some cases, be located within residential areas. In the case of our application, the subject property will serve as a buffer between commercial to the west and north, and the residential areas to the east and south. While I cannot disclose the purchase prices for the three parcels, I believe it's safe to say, I'm paying what I believe are commercial prices for the three parcels. Also, not that the tax assessor's valuations are always correct, I believe the tax records show over the past 10 to 15 years, as the area has developed with commercial, your property valuations have also increased, maybe not each year, but overall, the values are up.
- Q – Attendee. How was the height fence determined?
- A - Mr. Saad. Generally, the city requirements call for a six-foot fence, but that is not always required depending on the size of the landscape buffer. I really do not want to install a huge masonry wall because we will be required to remove many large and beautiful trees. I have provided a larger green belt in an effort to provide a buffer and save as many trees as possible.
- Q – Attendee. Will you tell us who your tenants are?
- A – Mr. Saad. No, I'll not disclose without their authorization but all fit within the chart of uses for B-1.
- Q – Attendee. Will there be a retention pond?
- A - Mr. Saad. Yes, we anticipate storm water management plan to include either retention or detention. However, because we are leaving a sizable green space around the site, our impact of storm water will be more management and we cannot and will not develop a site which does not meet city code and requirements.
- Q – Attendee. If everybody agreed on certain restrictions, would you agree?
- A - Mr. Saad. Yes, as long as the restrictions do not hinder the use of the property for future tenants. B-1 Tenants. In fact, I have prepared the list of restrictions which addresses dumpster delivery and pickup, and parking lot cleaning both.
- Q – Attendee. Will this be a walk-in bank?
- A - Mr. Saad. Yes. Our current discussions with a financial institution would include both walk-in business as well as drive-up lanes.

Mr. Saad provided a closing statement and offered to speak with anyone after the meeting or by phone or email. Mr. Saad discussed the prepared traffic study and offered to hold a Zoom meeting with anyone who would like to discuss the traffic study result with the traffic engineers.

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Follow up:

TRAFFIC ENGINEER ZOOM MEETING

Note 1: Mr. Saad did hold a Zoom meeting with the traffic engineers who provided the study. Two residents attended the Zoom meeting. Questions were asked and answered.

Note 2: The above are notes taken at the meeting. The above is not intended to represent the notes representing all that was discussed but rather a sampling of key questions and answers provided.

Note 3: Posted signs were removed as required.

Note 4: The Final Traffic Study is identified as **Exhibit D.**

FIRST NEIGHBORHOOD MEETING

- Copies of any site plans and other documents are attached as **Exhibit B**.

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Letters to Property Owners.

SAAD
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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

September 7, 2023

[redacted]
Mobile, Alabama 36609

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear [redacted]

Because of the timing related to the date of the neighborhood meeting and the date of the public hearing, we will need to hold another neighborhood meeting. According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-5-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date – Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:30 – 6:00 pm
Applicant Request the following:

- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

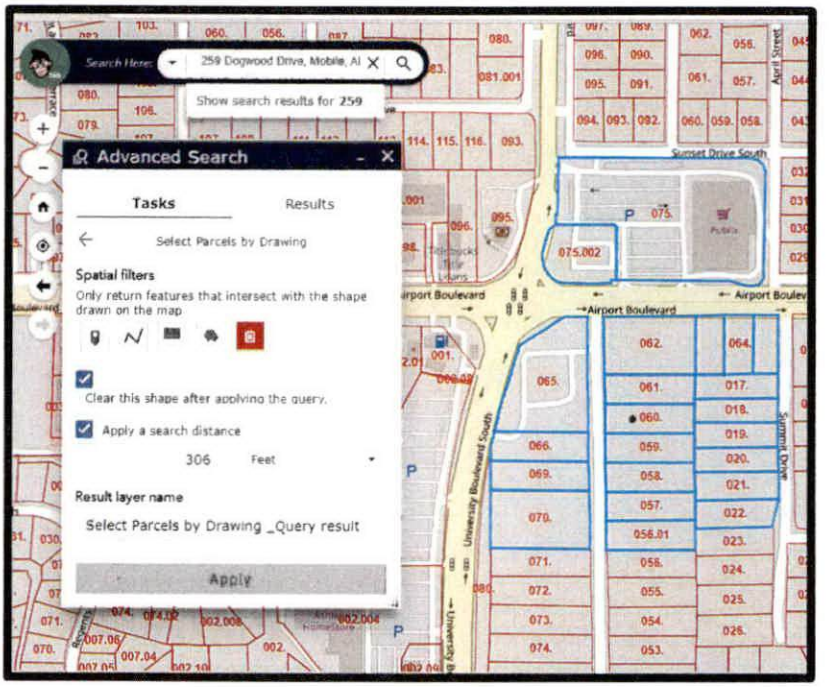
Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Property owners within 306 feet.



OBJECTID_12	prop_id_text	Parcel_Id	ObjectID_1	ParcelNo	NAME1	NAME2	Address1	CITY	STATE	ZIP
50251	2001016XXX	16	92,223	28 08 27 2 001 016.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
51047	2001017XXX	17	92,224	28 08 27 2 001 017.XXX	LANHAM LINDA L		256 SUMMIT DR	MOBILE	AL	36609
50252	2001018XXX	18	92,225	28 08 27 2 001 018.XXX	MUNCASTER MARIN D		258 SUMMIT DR	MOBILE	AL	36608
50183	2001019XXX	19	92,226	28 08 27 2 001 019.XXX	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD		260 SUMMIT DR	MOBILE	AL	36609
50184	2001020XXX	20	92,227	28 08 27 2 001 020.XXX	BILBREY JUSTUS PRICE & CAROLE ANNE BILBREY		268 SUMMIT DR	MOBILE	AL	36609
50185	2001021XXX	21	92,228	28 08 27 2 001 021.XXX	KENT E CHERYLE		602 SKYLINE DR W	MOBILE	AL	36609-5933
50186	2001022XXX	22	92,229	28 08 27 2 001 022.XXX	STEWART HEATHER		276 SUMMITT DR	MOBILE	AL	36609-2437
51056	200105601X	56.01	92,263	28 08 27 2 001 056.01X	LUSTERIO KATERINA	C/O HALFORD WILLIAM & BRANDI HALFORD	277 DOGWOOD DR	MOBILE	AL	36609-3411
51057	2001057XXX	57	92,265	28 08 27 2 001 057.XXX	ROFFLER MITCHELL & MICHELLE ROFFLER		275 DOGWOOD DR	MOBILE	AL	36609
50261	2001058XXX	58	92,266	28 08 27 2 001 058.XXX	SAVIO SARITA DAWN		269 DOGWOOD DR	MOBILE	AL	36609
50950	2001059XXX	59	92,267	28 08 27 2 001 059.XXX	BOWEN MICHAEL C & REBECCA E BOWEN		265 DOGWOOD DR	MOBILE	AL	36609-3411
51058	2001060XXX	60	92,268	28 08 27 2 001 060.XXX	STOKES STEPHEN A		4021 HENNING DR S	MOBILE	AL	36619-9261
51059	2001061XXX	61	92,269	28 08 27 2 001 061.XXX	SIERKE PAUL CHARLES & LINDA ANN SIERKE		257 DOGWOOD DRIVE	MOBILE	AL	36609-3411
51060	2001062XXX	62	92,270	28 08 27 2 001 062.XXX	HAJI SHADMAN & SHILIER		255 DOGWOOD DR	MOBILE	AL	36609-3411
51061	2001063XXX	63	92,271	28 08 27 2 001 063.XXX	LOCKE JERRY LEE SR	C/O JERRY LOCKE JR	5290 LEMAN DR W	SATSUMA	AL	36572
50262	2001064XXX	64	92,272	28 08 27 2 001 064.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
50951	2001065XXX	65	92,273	28 08 27 2 001 065.XXX	LV5K LLC		2600 DAUPHIN ST	MOBILE	AL	36606-4802
50263	2001066XXX	66	92,274	28 08 27 2 001 066.XXX	DOGWOOD VENTURES LLC		2600 DAUPHIN ST	MOBILE	AL	36606
50264	2001069XXX	69	92,275	28 08 27 2 001 069.XXX	DOOLITTLE DAVID K & NANCY P		268 DOGWOOD DR	MOBILE	AL	36609
50952	2001070XXX	70	92,276	28 08 27 2 001 070.XXX	QUILL RICHARD O JR & MARY M		276 DOGWOOD DR	MOBILE	AL	36609-3410
45228	3001075XXX	75	86,303	28 05 22 3 001 075.XXX	LADAS S.L. AS TRUSTEE OF THE WAW FAMILY TRUST, DATED JANUARY	C/O PUBLIX SUPER MARKETS, INC	P O BOX 32018	LAKELAND	FL	33802
185471	3001075002	75.002	86,302	28 05 22 3 001 075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC	C/O MURPHY USA	PO BOX 7300	EL DORADO	AR	71731

Page 1

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Information below and above associated map is gathered from the Mobile County Revenue Department records.

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
El Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

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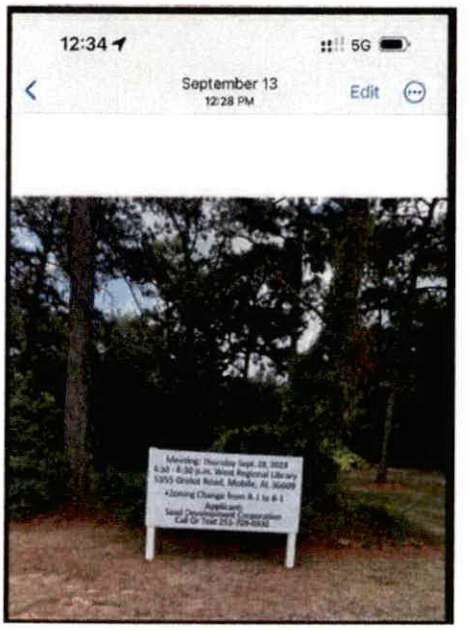
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

2nd Neighbor Meeting 9.28.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



255 Dogwood Drive, Mobile, AL 36609
AIRPORT BOULEVARD FRONT



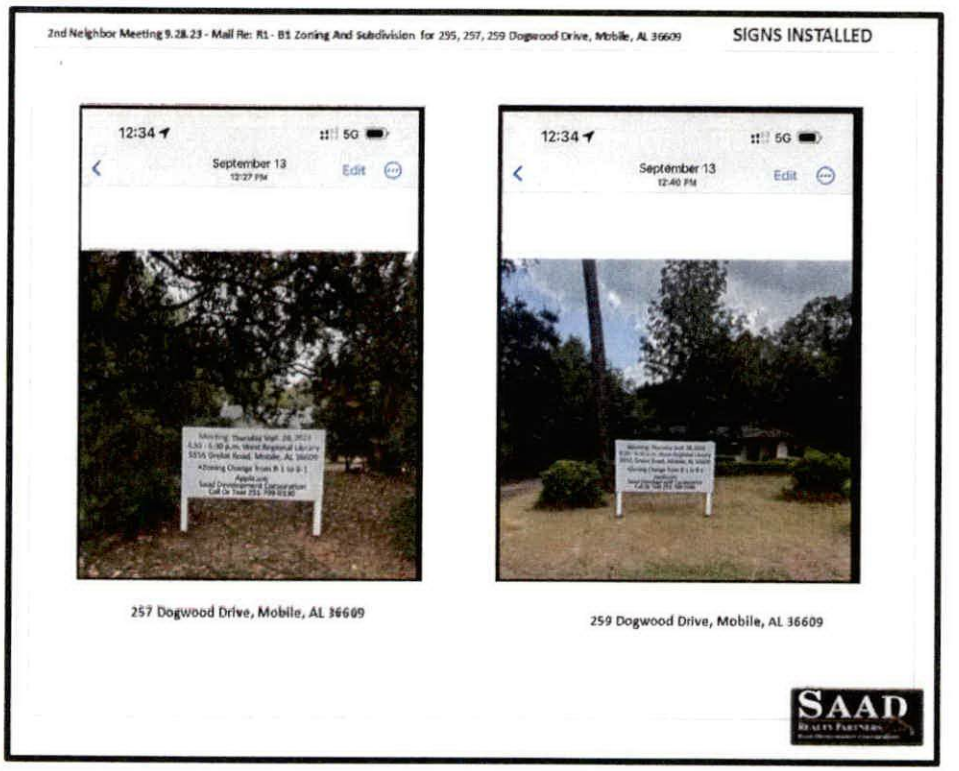
255 Dogwood Drive, Mobile, AL 36609
DOGWOOD DRIVE FRONT

SAAD
REALTY PARTNERS

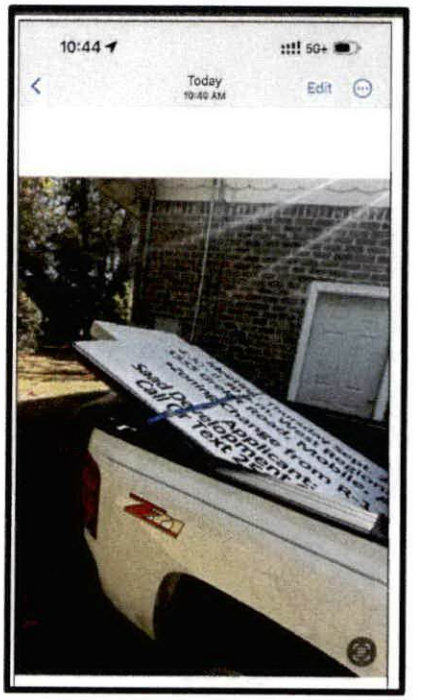
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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.



Signs Removed October 3, 2023



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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 1 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Time - 4:30 - 6:00 pm
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting

Applicants Request the following:
- Zoning Change from B-1 to B-2
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251.709.0330 and provide your cell to ask questions.

SAAD REALTY PARTNERS

Name (Print)	DAVID ZISKIND
Signature	
Address	4250 PACHINGHAM
City, State, Zip Code	36609
Phone	251.591.8571
Email Address	
Name (Print)	CHARLES R. MUNCASTER
Signature	
Address	208 SUMMIT DRIVE
City, State, Zip Code	MOBILE
Phone	251 725 3711
Email Address	CHARLES@MUNCASTER.ORG
Name (Print)	Xiaozhen
Signature	
Address	460C Airport Blvd
City, State, Zip Code	
Phone	228-243-8836
Email Address	Xiaozheng83@gmail.com
Name (Print)	Cathy O'Keefe
Signature	
Address	5713 Vendome Dr. So
City, State, Zip Code	Mobile, AL 36609
Phone	251-622-5975
Email Address	cathyokeefe.usa@gmail.com
Name (Print)	[illegible]
Signature	
Address	
City, State, Zip Code	Mobile, AL.
Phone	
Email Address	
Name (Print)	Alan Wilson Legacy
Signature	
Address	4658 Fireside Way
City, State, Zip Code	Mobile, Ala. 36609
Phone	
Email Address	

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 2 of 4

Re: 2nd Neighborhood Meeting Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 4:30 - 6:00 pm
Applicant Request the following:
- Zoning Change from R-1 to B-1
- Subdivision Approval - combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call in Text 251-709-0330 and provide your call back number

SAAD REALTY PARTNERS

Name (Print)	Laurie Meyer
Signature	Laurie Meyer
Address	4600 Oakridge Road
City, State, Zip Code	Mobile AL 36609
Phone	251-751 3554
Email Address	mrsld29@bellsouth.net
Name (Print)	A. G. Wacker
Signature	A. G. Wacker
Address	4601 Park Ridge Rd
City, State, Zip Code	Mobile AL
Phone	251.343-6866
Email Address	
Name (Print)	Jack + Janine Brunet
Signature	Janine Brunet
Address	5912 Couton DR
City, State, Zip Code	Mobile AL 36693
Phone	251-341-0751
Email Address	jbrunet5878@comcast.net
Name (Print)	FREDERIC E. TACON JR
Signature	Frederic E. Tacon Jr
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Ethel & Clement Pope
Signature	Ethel & Pope
Address	425 Dogwood Dr.
City, State, Zip Code	Mobile AL 36609
Phone	(251) 422-1465
Email Address	bigreen2@yahoo.com
Name (Print)	Linda + Chuck Sierke
Signature	
Address	257 Dogwood Dr
City, State, Zip Code	Mobile AL 36609
Phone	251 295-1769
Email Address	lsierke47@gmail.com

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 3 of 4

Re: 2nd Neighborhood Meeting Zoning Change for 253 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36693
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 4:30 - 6:00 pm
Applicant Request the following
- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number

SAAD REALTY PARTNERS

Name (Print)	Shadman Hall
Signature	
Address	255 Dogwood dr
City, State, Zip Code	Mobile AL 3660 9
Phone	
Email Address	
Name (Print)	
Signature	
Address	5 4615 Dole Ally Rd
City, State, Zip Code	Mobile AL 3660
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
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Email Address	

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 4 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date – Thursday September 28, 2023
Place – West Regional Library
Address – 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time – 4:30 – 6:00 pm
Applicant Request the following:
- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution.

MEETING SPONSOR – SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your cell book number.

Name (Print)	Candy Robin
Signature	
Address	317 Dogwood Dr.
City, State, Zip Code	Mobile AL 36609
Phone	
Email Address	spaztikrobin@comcast.net
Name (Print)	ATEF FARAGALLA
Signature	
Address	
City, State, Zip Code	A 36606
Phone	
Email Address	
Name (Print)	Sheish Rikes
Signature	
Address	6300 Grelot Rd
City, State, Zip Code	Mobile, AL 36609
Phone	251-202-4512
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	

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2nd NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT C – SEPTEMBER 28, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW SEPTEMBER 28, 2023, NEIGHBORHOOD MEETING NOTES

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Meeting was scheduled and held at the West Regional Mobile Public Library. See photographs of signs and letters.
- Mr. Saad greeted several members of the community before the meeting started and offered introductions.
- Mr. Saad announced that he wants to give others a few minutes to arrive so we may get started a few minutes after 4:30 pm.
- Mr. Saad then introduced himself to the attendees and started with the presentation of the preliminary site plan.
- Cathy O'Keefe raised her hand and was called on. Mrs. O'Keefe told the attendees some of her background and described herself as an activist with interest in Mobile's plans. Mrs. O'Keefe talked about the importance of being engaged in order to prevent issues from "slipping through". Mrs. O'Keefe reminded the attendees they can take notes and submit to the city.
- Mr. Saad said we were keeping up with the notes, but feel free to also take notes.
- Another attendee was acknowledged, and he stated there were many other locations this project to go to. Mr. Saad disagreed and stated the Property met the site criteria.
- Mrs. O'Keefe raised the issue of the CVS case and sited the judge.
- Mr. Saad asked how many in attendance had read the Judge's ruling. Only Mr. Saad and Mr. Charles Muncaster raised their hands.
- Mr. Saad expressed the Judge's ruling was thorough and thoughtful.
- Mrs. O'Keefe stated she had been involved for over 35 years and drainage (stormwater management) is a critical issue and needs to be explored.
- Mr. Saad agreed with Mrs. O'Keefe and assured the attendees the project would be designed so that storm water regs will be addressed completely. He also explained that the city regulations require that the design for storm water provide assurances the water will not run off the site any faster or in amounts after the project is developed than is the case before the project is developed. He went on to say the new code of Mobile may impose additional requirement on this project and he would comply.
- Mr. Saad suggested he and Mrs. O'Keefe hold a call with the city engineering department to discuss the city storm water infrastructure. Mrs. O'Keefe agreed.
- Mr. Saad also suggested the neighbors engage a consulting engineer who can review our stormwater management plans for compliance following the fully developed plans.
- Another attendee was recognized. He asked what is the purpose of this meeting? What are we here to do?

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- Mr. Saad explained the gathering of neighbors is to seek your thoughts, ideas and have a discussion about the request for zoning.
- Meeting Purpose. The gentleman asked if we were here to vote?
- Mr. Saad explained that there are no votes in this meeting. However, if you want to attend the Planning Commission meeting and express your thoughts, then please feel free to do so.
- User Disclosure. Another attendee asked if Mr. Saad would disclose his tenants. Mr. Saad explained that he was not in a position, nor was it prudent to disclose tenants. Mr. Saad said to think of the tenants in terms of those uses allowed in B-1. The city has a chart of uses in the ordinances and any of those listed are possible tenants. Mr. Saad went on to explain that each zoning category is a restriction to just those uses allowed in the chart of uses.
- Financial Institution. Another gentleman raised the issue referring to "the Bank". Mr. Saad reminded him and all that the chart of uses refers to a "Financial Institution", which could be a bank, or credit union, or brokerage firm.
- Special Exception. Mr. Saad was asked why a Special Exception was needed for a financial institution or bank. Mr. Saad stated that financial institutions are allowed in B-1 with the Board of Adjustments approving a Special Exception which appears to be related to drive-through lanes. When asked why the drive-through requires Special Exception, Mr. Saad explained that perhaps to make sure the drive-through lanes are not on the side of abutting residential properties, which is exactly how we have designed the preliminary site plan.
- Signs. There was a discussion regarding signage. Mr. Saad immediately made the commitment to using Monument signage.
- Note: After the meeting, Mr. Saad and a few of the property owners were discussing a few issues and the monument sign was raised. One of the neighbors talked about the "neighborhood sign" that was once located at the corner of Airport Boulevard and Dogwood Drive. Mr. Saad committed to seeking a design which will also allow for the neighborhood name to be incorporated into the monument sign. See Self Imposed Restrictions document included in the application.
- Self-Imposed Restrictions. Mr. Saad reminded all that he is prepared to impose restrictions on the following:
  1. Trash dumpster pickups will be limited to between 7:00 am and 6:00 pm.
  2. Lawn care machinery will be limited to between 7:00 am and 6:00 pm.
  3. Monument signage will be used.
- Question was asked if there would be a detention pond. Mr. Saad said he felt certain there will be an area in the front bordering Airport Boulevard where there will likely be a holding pond, but there also may be underground storm water system.
- Stormwater Pond. Question was asked who would maintain the pond. Mr. Saad stated the city has requirements for storm water ponds on private property must be maintained by the owner of the property.
- Traffic. Traffic was raised and asked what the impact of the project on Airport Boulevard would be. Mr. Saad explained he has commissioned a professional engineering company, Skipper Consulting Engineers, to develop a traffic study with the two assumptions of uses being (1) a financial institution and (2) professional offices. The results of the traffic study can be made available to anyone who would request a copy. The traffic study conclusions are the reason the project is not seeking a curb cut on Dogwood Drive like CVS provided the city grants the west bound left turn lane as depicted on the preliminary site plan.
- Traffic. Attendee ask to point to the proposed east bound right turning lane. Using the overhead screen, Mr. Saad pointed to the preliminary site plan and demonstrated the east

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bound right turning lane is to direct eastward inbound traffic out of the way of other east bound traffic and is pretty common engineering design for safety purposes.

- Mr. Muncaster pointed out that the proposed east bound right turning lane into the Property is longer than Publix turning lanes.
- Lighting. The topic of lighting was raised. Mr. Saad told the attendees he had not yet fully designed the site lighting, but that he will make sure there will be no light pollution. He explained lighting is a challenge because we want both a secure and well-lit site, but also, we want the lighting to be as low as possible. Likely will be a combination of walkway lighting and traditional (LED) directional lighting, but in both cases, designed to avoid directly in the direction of residential.
- Fencing. Mr. Saad directed attention to the preliminary site plan and pointed to the depiction of the location for a fence. Mr. Saad explained why he did not want to install a masonry wall which will require a wide footing and thereby destroying many of the trees he is attempting to save. As an alternative, Mr. Saad presented a sample of a sound fencing which could serve to meet the 6-foot fence requirements and help with sound reflection. In addition, Mr. Saad made the point that with the use of this type of fencing, we may be in better position to possibly meander around trees that otherwise could not be saved.
- Landscaping. Mr. Saad presented the preliminary site plan and explained how the plan is designed with the intention of saving as many of the existing trees as possible. He explained that some of the trees will need to be removed because of safety reasons. For example, the large pines are so mature they are leaning. Should they fall, there is a good chance they could fall on the public trees and right of ways. Then other trees are near their life cycle, and we'll replace those with newer trees. Mr. Saad explained the tree noted at the corner of Airport Boulevard and Dogwood Drive, highlighted in yellow, is an oak tree which is severely damaged. This tree is likely going to have to be removed. Mr. Saad pointed out the requirements for minimum green space for Buffer Business B-1 zoned properties is 15%. He went on to explain the preliminary site plan offers between 36% and 40% of green space.
- Parking. Mr. Saad discussed the new codes with the attendees and explained how Mobile encourages the bulk of the parking to be in the rear of the property which is how the preliminary site plan is designed. With the large amount of green space, the number of parking spaces is considerably reduced, but adequate and meets code requirements. When asked how many parking spaces, Mr. Saad stated about 106, but this could go up some or down. Mr. Saad also discussed his plans for at least 2 electric vehicle charging stations.
- Attendee express concerns about commercial extending further east on Airport Boulevard. Mr. Saad explained that deed restrictions, if active, take priority over zoning regulations. Therefore, the property to the east of the subject properties cannot be used for commercial if the deed restrictions limit the use to just single family residential. So, it is actually up to the owners to open that door. If the deed restrictions had not been terminated in 2017, the subject properties would not be candidate properties for B-1 or any commercial application.
- Mr. Saad thanked everyone for attending and offered to make himself available via phone or in person.

SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Copies of any site plans and other documents are attached as **Exhibit C**.

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CHECKLIST B

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

We have reviewed and studied the Comprehensive Plan and we applaud the many individuals, both within the city government and the individuals who participated and contributed with this guiding document. The Comprehensive Plan reflects leadership, care, optimism, and pride of community. Pride for our great city, Mobile.

It was and remains our goal to work through the Comprehensive Plan and use this essential document as a guide for our planning process for the subject properties. While it is impossible to incorporate all of the many recommendations for one single business application, we believe we can demonstrate our plans has made several important connections between our desired use of the subject properties and several critical characteristics recommended by the Comprehensive Plan. Please allow me to offer the following:

APPENDIX F: GLOSSARY OF TERMS – APPENDIX | 94 | MAP OF MOBILE

"INFILL – NEW DEVELOPMENT ON VACANT OR UNDERUTILIZED PARCELS WITHIN AREAS THAT ARE OTHERWISE DEVELOPED..."

1. The Property is 2.82 acres and is clearly underutilized.
2. The project does not require the addition of any new infrastructure.
3. The project will not contribute toward Sprawl.
4. We believe this is a prudent application of the Comprehensive Plan recommendation for revitalization using Infill built environment.

   "BUILT-ENVIRONMENT – THE BUILT ENVIRONMENT CONSISTS OF THE HUMAN-MADE SPACES IN WHICH CITIZENS LIVE, WORK AND PLAY ON A DAY-TO-DAY BASIS. IT ENCOUMPASSES PUBLIC AND PRIVATE BUILDING, PARKS, TRANSPORTATION SYSTEMS, STREETS, SIDEWALKS, ETC."
   "The City envisions a future where new growth and development reinvents in the existing built environment..."
5. The project would comply with the policy of ***"Supporting targeted economic development plans for commercial areas ripe for revitalization, such as major commercial corridors."***

NEED FOR A COMPRESHENSIVE PLAN NOW. CHAPTER 1 INTRODUCTION | 5

1. "EVERYONE WANTS MOBILE TO SUCCED, LEAD AND ***GROW...***
2. We appreciate the fact that the Comprehensive Plan provides the citizens with a voice, and we believe we have been transparent with providing information and fielding question. We have held three meetings with the neighbors, two official meetings and one Zoom meeting with our traffic engineer. The Zoom meeting was offered as a way neighbors could ask questions directly to Skipper Consulting Engineers. Three neighbors participated and the Zoom meeting lasted

about one hour. In addition, we reached out to all abutting property owners requesting individual meetings so that they would have direct input. We held two individual meetings and believe we garnered solid information which helped us:

- Expand our landscape buffer from 10 feet to 20 feet and in one area, the buffer is near 40 feet. See Preliminary Site Plan.
- Introduce more appropriate fencing which will protect many trees from critical root destruction.
- Understand the need to limit our dumpster and lawncare hours so that we avoid night-time noise.

3. LAND-USE REGULATION REFORM. 70 | MAP FOR MOBILE
Our plan for the site is designed to address the following goal as stated in this section.
"...Form-based codes regulate the form development takes, requiring buildings to be placed in certain locations, parking to be hidden, landscaping to be significant."

The enclosed preliminary site plan demonstrates clear characteristics of the above as follows:

- The building is situated near the front of the property which places it considerable distance away from the residential properties.
- We have included limited parking in the front with the vast majority parking will be in the behind the building and far less visible from Airport Boulevard.
- While the requirement for green space is defined as 15%, our estimated landscape coverage is between 36% and 40%, thus achieving the desired ***"landscaping to be significant".***

POLICIES. CHAPTER 3 PLANNING THE JOURNEY

Note: Property Values will be enhanced. Live near their workplace. Records indicate property values have continued to increase as commercial development in the area has grown.

APPLICATION IS A FIT. The application is a textbook fit with Mobile zoning ordinance.

1. Buffer Business – B-1. This is designed to abut residential and buffer the residential from commercial.
2. The property is on the main corridor of the city.
3. The project will prevent further decaying of vacant property which does not promote the general welfare of the community.

2. **Was there a mistake or error in the original zoning map? ☐ Yes ■ No**
If yes, describe the error
SEE ATTACHED EXHBIT A - CHECKLIST B

We do not believe we could site a mistake in the Comprehensive Plan, however, the Comprehensive Plan as stated therein is a "guide" and is subject to change as conditions change, which clearly is the case in and around Airport Boulevard and University Boulevard. A few of the changes include but are not limited to:

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1. The introduction of University Boulevard through Government Street Highlands.
2. The development of all four corners of University Boulevard and Airport Boulevard.
3. MAP FOR MOBILE | 112 LOW DENSITY RESIDENTIAL (LDR) ***provides "...as well as complementary retail..."*** We suggest as the text provides retail as part of LDR, which is a higher zoning classification than this application seeks, and the City ordinance provides Buffer Business B-1 is allowed to "abut" residential, this application conforms to the appropriate use of the Property.

3. Describe how this proposal promotes the community's health, safety, and welfare.
SEE ATTACHED EXHBIT A - CHECKLIST B.

As we have stated above, our primary objective was to establish that the proposed use of the Property did not adversely affect the community's health, safety, and general welfare.

Through our community outreach and dialogue, we have incorporated design characteristics which we believe do in fact contribute to the community's health, safety, and general welfare. Here are a few examples for consideration:

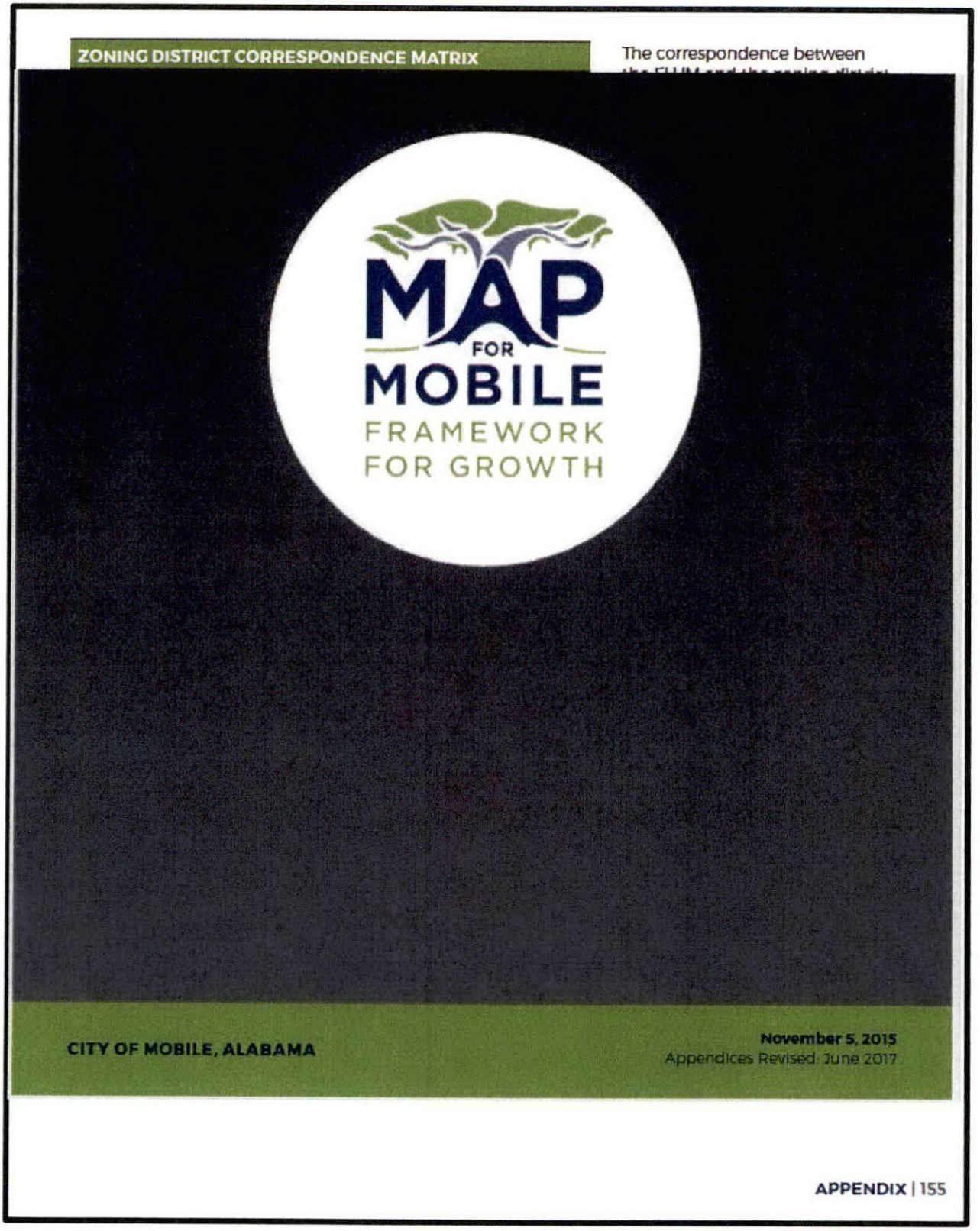
1. The project will be designed to provide low utilization of the site for predominantly daytime employment. Introducing jobs and economic opportunities is an essential part of community health.
2. The project will include a comprehensive security system together with video recording and notification capability which will positively contribute to any need for first responders.
3. The project will provide full sidewalks on both Airport Boulevard and Dogwood Drive which contributes toward connectivity and health enhancement exercise.
4. The project will include at least 2 Vehicle Charging stations which positively contributes toward environmental sustainability. The encouragement of electric vehicles, which may appear to be a small contribution, does contribute toward the reduction of noise as well as emission and thereby positively supports a healthier community.
5. The above are sound examples of the collective positive contribution toward the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
SEE ATTACHED EXHBIT A - CHECKLIST B

There are a number of changes to the surrounding area that are clear and indisputable reasons for granting the request for Buffer Business B-1.

1. The Property is located on Airport Boulevard and part of Government Street Highlands subdivision. The first and clear change is when Government Street Highlands was developed,

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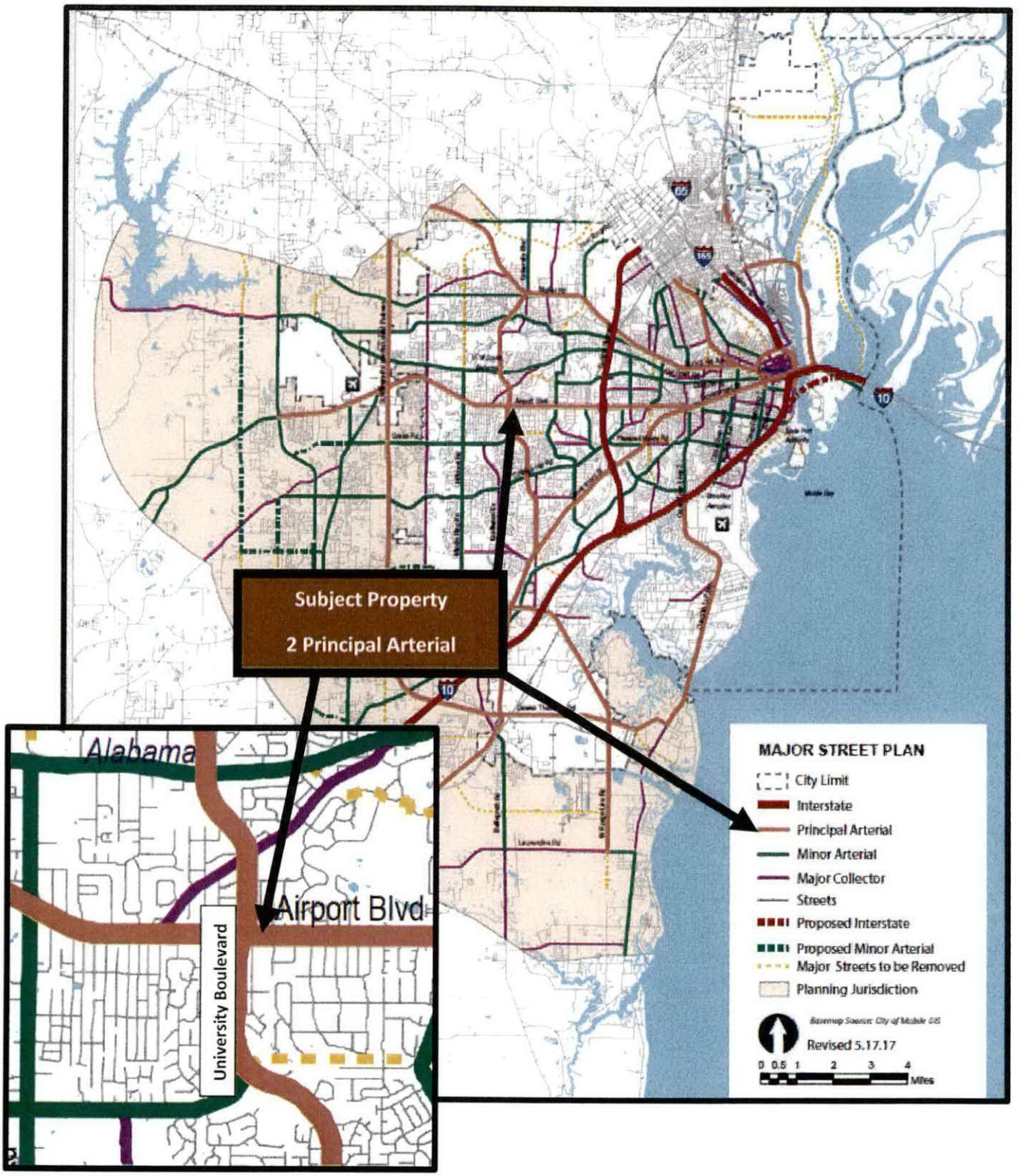
4. **Describe if there is adequate infrastructure in place to accommodate the proposed request.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Our engineers have confirmed adequate infrastructure is in place to service the proposed zoning and subdivision requirements and to service the proposed project. However, it should be noted that during our neighborhood meetings, flooding at the corner of Airport Boulevard and University Boulevard has been raised as concerns. I have committed and I will follow up with members of the community to speak with the City Engineering department to discuss off-site stormwater infrastructure. We will remit the results of the discussions following completion. In any regard, the Applicant commits to fully complying with all city, state, and federal requirements for stormwater management.

5. **Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.**
SEE ATTACHED EXHBIT A - CHECKLIST B

This project reflects many of the goals and objectives set forth in the Comprehensive Plan. We believe Mobile will benefit from such a plan which reflects real results from neighborhood dialogue. The public purpose and needs are job growth, tax base increase, and the utilization of a site which is by definition, "Infill" thereby avoiding another episode of Sprawl. We believe this project is a sound example of "Built-Environment" principle.

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2. **Describe the surrounding land uses.**
SEE ATTACHED EXHBIT A - CHECKLIST B

To the north is retail extending further west than the Subject Property on the south side of Airport Boulevard. To the east on the south side of Airport Boulevard is LB2 and B3 with the B3 properties extending considerably south of Airport Boulevard. On the north side of Airport Boulevard, the properties are a mixture of commercial and buffer business. The Subject Property is compliant with the Zoning ordinance as it will serve as a "buffer between single family residential and commercial uses.

3. **Describe any potential adverse impacts on neighboring properties and how they will be mitigated.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Through our many discussions with the surrounding property owners, we have taken considerable care to mitigate issues of concern. I have listed below the results of our dialogue:

1. Incorporated considerably deeper landscape buffers.
2. Incorporated extra green spaces.
3. Incorporated tree preservation initiatives.
4. Incorporated fencing which will be sound reflective.
5. Incorporated self-imposed restrictions which are designed to prevent night-time trucks and machinery use.
6. Incorporated connective with sidewalks.
7. Provided commitment to meet all city, state, and federal stormwater management requirements in order to manage stormwater.
8. Engaged and executed a full traffic study in advance of submitting the application. This study recommended the west bound left lane as an alternative to traffic flow in and out of Dogwood Drive.
9. Incorporated electric vehicle charging stations as part of our sustainability efforts.
10. Plans will include low lighting program as part of our night-time illumination of the parking and ground all with the goal of no light pollution.
11. Incorporate an east bound right turn lane for traffic safety.
12. Commitment to incorporate the subdivision name, Government Street Highlands, as part of our monument sign. See self-imposed restrictions.

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there were no plans for University Boulevard. When the City of Mobile found the need to construct University Boulevard, the need for several of the lots and homes in Government Street Highlands set the stage for what is now defined by the City of Mobile as a "Major Artery" boulevard. University Boulevard and Airport Boulevard are both major arteries which now have commercial uses on all four corners.

2. In 2017, Government Street Highlands subdivision secured sufficient votes to "Terminate" all restrictions. The was a major change in that the recorded document terminates "all" restrictions thus recognizing the changes in the area have impacted the properties such that there is no longer a restriction to just single family residential within Government Street Highlands Subdivision. This change created a pathway for this application.

3. The recent court case which cleared the way for CVS to be built, introduced the CVS project with an LB2 zoning classification. This application is seeking Buffer Business B-1, which by definition of the City zoning ordinance, B-1 is designed to be a 'buffer" between single family residential and commercial. In this case, between single family residential to the east and south and commercial (retail) to the north and west. This is exactly what is allowed in many other B-1 properties on Airport Boulevard.

4. THE FUTURE LAND USE MAP (FLUM) + DESIGNATION – APPENDIX 111
As stated, ***"The FLUM is the primary guide to the future physical development of the City of Mobile." "The map is conceptual."***

5. In examining the Mobile County Assessors records, property values have continued to increase over the years while commercial and buffer business uses have been growing in the area.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

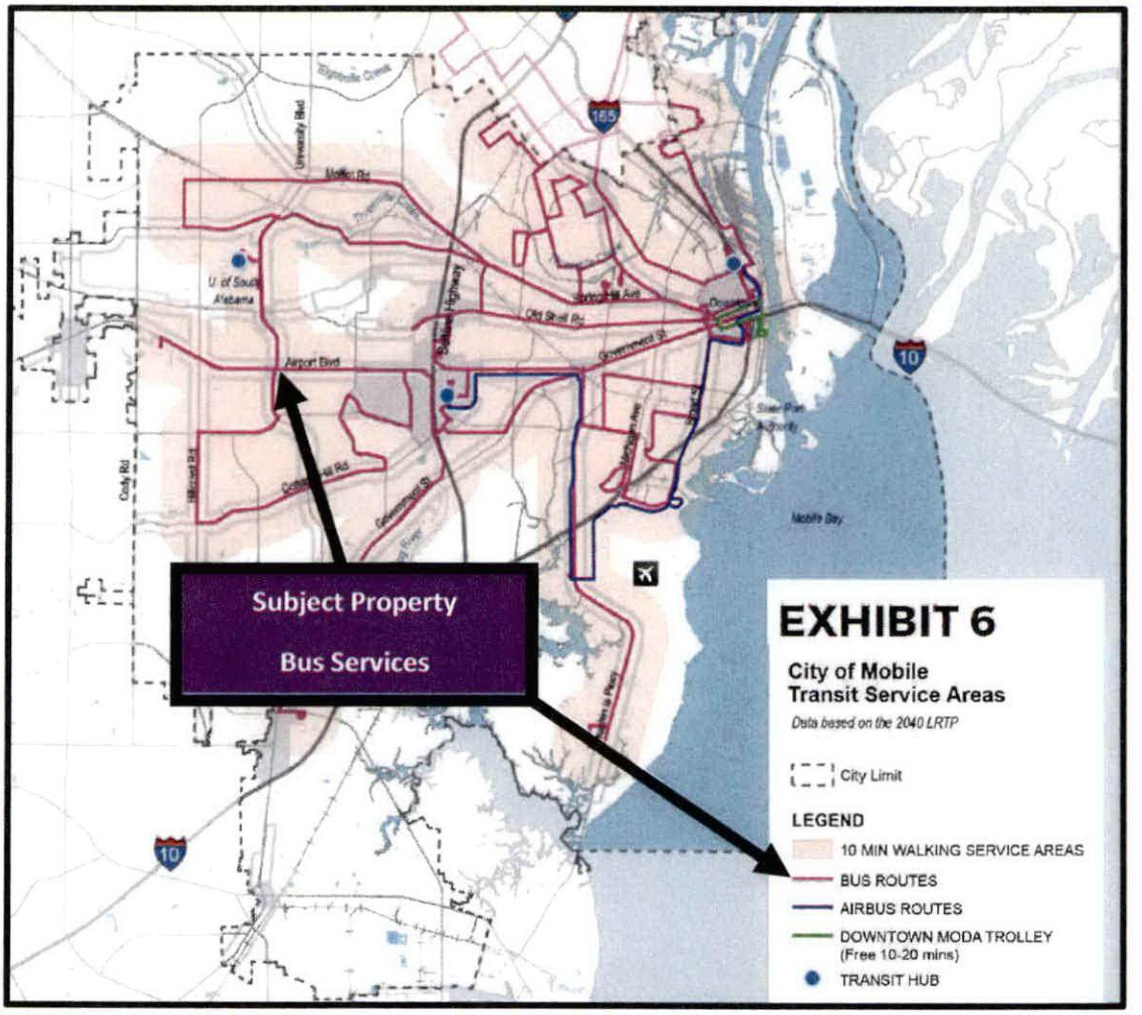
1. Describe the current development trends in the area of the property.
SEE ATTACHED EXHBIT A - CHECKLIST B

The trend in the area is clear toward commercial and buffer business. Airport Boulevard is a Major Street Artery and has developed commercially on all four corners of University Boulevard and Airport Boulevard.

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Mobile Transit Services

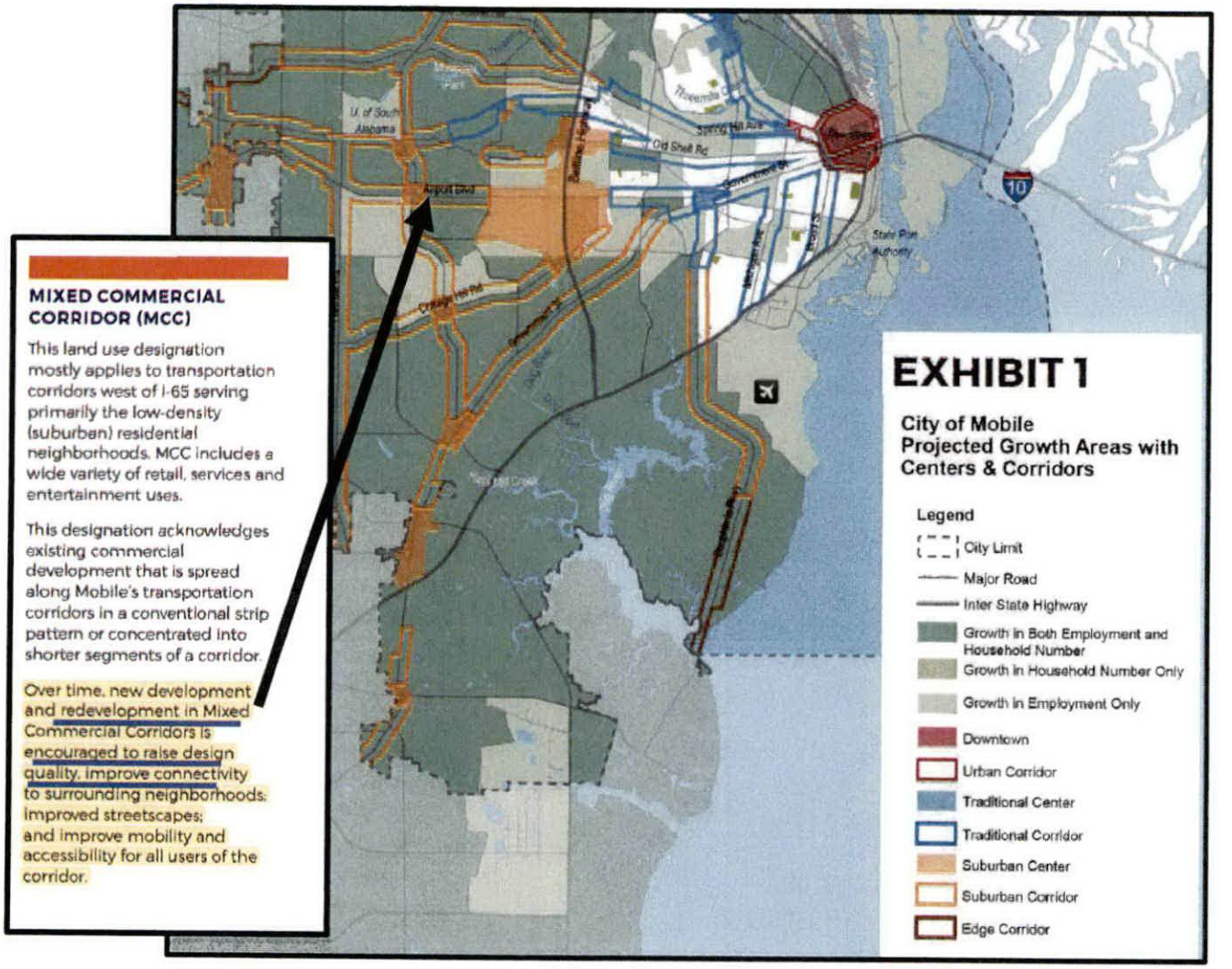
Subject Property is located on the Mobile Bus Routes



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Mixed Commercial Corridor (MCC)

Growth in both business and housing



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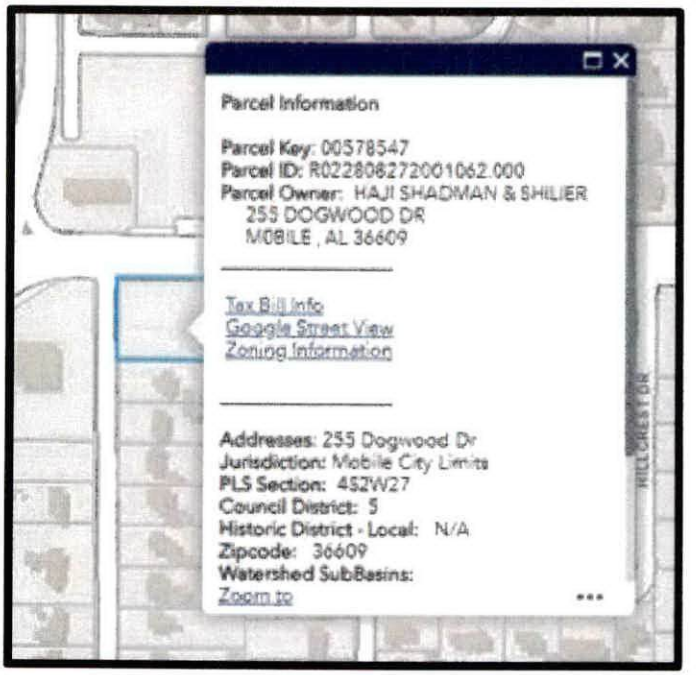
SUBDIVISION SECTION OF EXHIBIT A

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	GREGORY B. SAAD	GREGORY B. SAAD
Firm:	SAAD DEVELOPMENT CORPORATION	SAAD DEVELOPMENT CORPORATION
Phone:	251.709.0330	251.709.0330
Email:	gergsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608
	Owner	Civil Engineer / Surveyor
Name:	See Attached Subdivision Section of Exhibit A	J. Brett Orrell, President
Firm:		Poly Surveying
Phone:	See Attached Subdivision Section of Exhibit A	251.666.2010
Email:	See Attached Subdivision Section of Exhibit A	brett@polysurveying.com
Address:	See Attached Subdivision Section of Exhibit A	5588 Jackson Road, Mobile, AL 36619

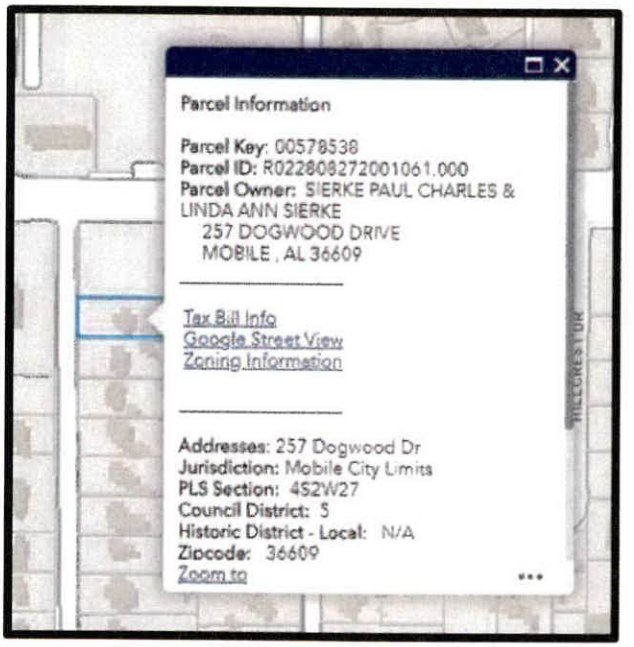
Phone – 251.605.7685 | email – shadmanihaii@yahoo.com



3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

Phone – 251.404.5190 | email - chucksierke@gmail.com



Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

Phone – 251.554.8077 | email - stephen.stokes24@gmail.com



3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

SDC-B1

Subdivision Name

Dogwood Drive and Airport Boulevard

Location

259, 257, & 255 Dogwood Dr

Property Address

2.82 acres

Property Area (acres or square feet)

R022808272001060.000, R022808272001061.000, and R022808272001062.000

Parcel Number(s) or Key Number(s)

R-1

1

Present Zoning or Transect District

Proposed Number of Lots

Sec-27 R-4S T-2W

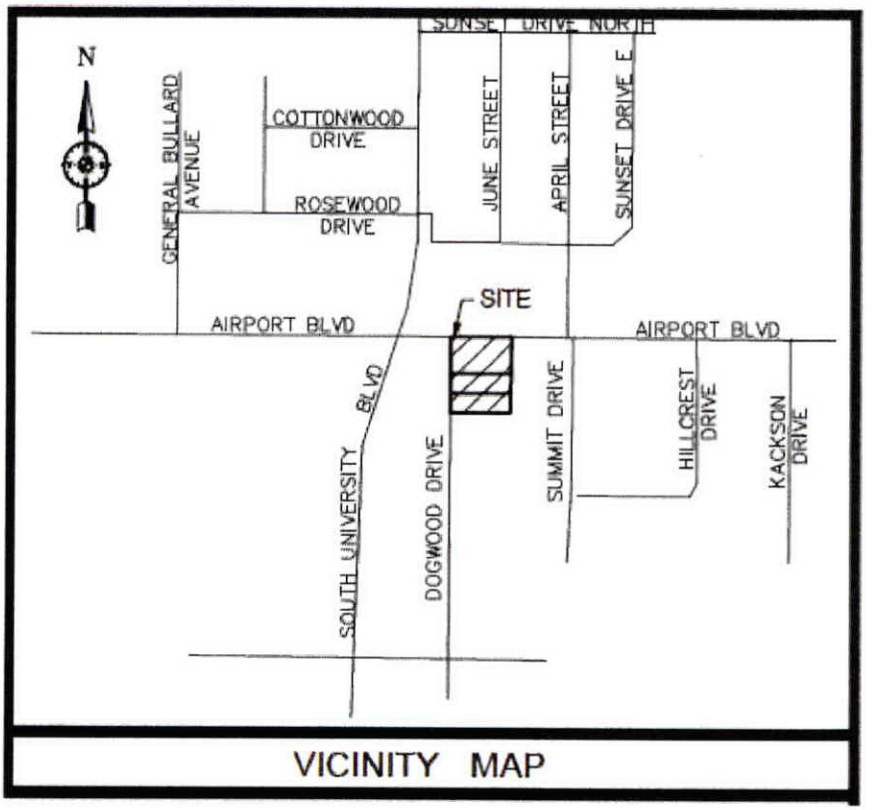
X-Unshaded

Section, Township, Range

Flood Zone

Sanitary facilities provided (Ex: City water and individual septic tanks): City Water, City Sewer, City Storm Sewer

Location



VICINITY MAP

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

CCIM

SUBDIVISION APPLICATION – HARD COPIES OF ADDRESS LABELS

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

DESIGN PROFESSIONALS

HDSARCHITECTURE
625 Mt. Auburn Street
Cambridge, MA 02138
Office: 617.714.5870 x 108
Cell: 617.763.5005
Email: hstrauch@hdsarchitecture.com

@hdsarchitecture
HDS Architecture
www.hdsarchitecture.com

Dwayne Smith, PE
Principal

ANCHOR|dbg
50 North Florida Street
Mobile, Alabama 36607
Office: 251.459.8460
Cell: 251.510.5424
Fax: 251.650.3887

J. Brett Orrell, President
PLS AL, FL & MS
251-666-2010 (office)
brett@polysurveying.com

POLY
SURVEYING

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

was DESIGN landscape architects
CHAD WATKINS, PLA, ASLA
Principal
P: 251.948.7181
218 N. Alston St. | Foley, AL 36535
www.was-design.com

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

SPECIAL EXCEPTION

This project is planned to include a financial institution which will have as part of the use drive-through services as depicted on the attached engineering plan. We are not submitting our Special Exception Application to the Board of Adjustments until we have held our "Completeness Meeting" with the City of Mobile. Should the City determine we are to submit our Special Exception Application simultaneously with the zoning and subdivision applications, we will complete the entire application and submit as required.

Sec. 64-2-24 Use Table

A. Permitted Uses. The Use Table (see Sec. 64-2-24.1) establishes uses permitted within each zoning district, and how they are permitted. For additional reference, please see Article 8, Definitions. The uses permitted in each of the zoning districts established in this Article are permitted as follows:

R	**Allowed By Right**	Uses in the Use Table identified by "R" in any column are allowed by Right in that particular district subject to the conditions specified in Article 4 or elsewhere in this Chapter.
S	**Special Exception**	Uses in the Use Table identified by "S" in any column are permitted only if a Special Exception is approved by the Board of Adjustment (BZA) (see Article 5, Procedures). Special Exceptions are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the BZA. See Article 10 for application information.

7/9/23, 11:13 AM Mobile, AL Code of Ordinances

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Financial institution					S		S	R	R	R	R	R	R	R	R	R	R	R	R

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Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

ZONING APPLICATION CONTACT LIST

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: SDC-B1

Address: 255, 257, 259 Dogwood Drive, Mobile, AL 36609

Owner: See Authorization Forms

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Gregory B. Saad

Address: 3601 Spring Hill Business Park, Suite 200, Mobile, AL Zip Code: 36608

Phone: 251.709.0330 Fax: N/A Email: gregsaad@saad.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Anchor|dbg

Address: 50 North Florida Street, Mobile, AL Zip Code: 36607

Phone: 251.459.8460 Fax: 251.650.3887 Email: dsmith@anchordbg.com

Architect: HDS Architecture

Address: 625 Mt. Auburn Street, Cambridge, MA Zip Code: 02138

Phone: 617.714.5870 Fax: _____ Email: hstrauch@hdsarchitecture.com

Submitted by:

GB Saad — Gregory B. Saad, President Saad Development Corporation

Signature — Print

10/3/2023 — Developer

Date — Affiliation to project/Organization

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised May 2020

Agenda Item # 1 - HOLDOVER

SUB-002680-2023 & ZON-UDC-002678-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Site History 3
Staff Comments 3
Subdivision Considerations 7
Rezoning Considerations 8
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023 APPLICANT SDC-B1 Subdivision REQUEST Subdivision, Rezoning from R-1 to B-1	N NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's November 2nd meeting due to a lack of a quorum. No new or revised information has been submitted by the applicant.

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Revised for the November 16th meeting:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
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G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

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3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
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5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering received a comprehensive traffic impact analysis report regarding the prospective construction of a mixed-use development in Mobile, Alabama. The report was conducted by Skipper Consulting, Inc. in response to the request made by SAAD Development Corporation. The following is a summary of Traffic Engineering's response that was sent back to the consultant. The site is currently occupied by a limited number of single-family residences. Skipper Consulting demonstrated a level of diligence in their report and made recommendations in the interest of optimizing traffic flow to ensure the safe and efficient utilization of the project site and its surroundings. However, Traffic Engineering has identified some safety concerns and instances of non-compliance with access management regulations within those provided recommendations. The concerns have the potential to result in traffic congestion along Airport Boulevard, safety hazards for oncoming vehicles, and conflicts for those trying to enter the facility. From these findings, Traffic Engineering recommends that a driveway access for SAAD Development Corporation be built on Dogwood Drive. It is recommended that the driveway access along the Airport Blvd corridor be converted into a right-in and right-out access only and that, if possible, the driveway is located further eastward to achieve 660 feet from the nearest intersection as recommended by the ALDOT Access Management Manual. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a one (1)-lot resubdivision of proposed Lots 1-3 of the previously-mentioned Government Street Highland Subdivision.

The preliminary plat submitted provides the proposed lot size in both square feet and acres, which exceed the minimum lot size for a B-1 Buffer Business Suburban District and if approved, should be retained on the Final Plat.

The site has frontage along Airport Boulevard and Dogwood Drive. Airport Boulevard is a Principal Arterial on the Major Street Plan, that should have a minimum right-of-way of 100-feet. As the preliminary plat does not depict the existing right-of-way along Airport Boulevard, if approved, the Final Plat should be revised to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such right-of-width currently exists. Dogwood Drive is a minor street without curb and gutter, and should therefore have a minimum right-of-way of 60-feet. The preliminary plat depicts a compliant existing right-of-way for Dogwood Drive, which should be retained on the Final Plat, if approved.

As proposed, the 25-foot minimum front setback is depicted along both frontages, and should be retained on the Final Plat, if approved.

Rezoning

The subject site is immediately abutted by R-1, Single Family Residential Suburban District to the South and East, with LB-2, Limited Neighborhood Business Suburban District to the West (across Dogwood Drive), and B-2, Neighborhood Business Suburban District to the North (across Airport Boulevard).

The applicant is proposing to rezone the subject site to B-1 to accommodate between 14,000 and 28,000 square feet of professional office space. The applicant states that the design of the structure has not been finalized yet, and that the plan submitted is still conceptual. That being said, if the site is rezoned and allowed to be developed commercially, it must comply with all requirements of the Unified Development Code (UDC), to include the provision of a residential buffer, compliant parking surfacing and lighting, and structural designs.

The applicant does mention that a possible tenant could include a financial institution, which would require Special Exception approval to be located within a B-1 district. It should be noted that Special Exceptions are site-plan specific approvals considered by the Board of Zoning Adjustment.

The applicant has included a "Voluntary Conditions and Use Restrictions" form. The form (which is available via the "Applicant Materials for Consideration – Rezoning" on page 1. which provides restrictions for the construction of the proposed development, times for dumpster pick-up to occur, maintenance of the site's landscaping areas, freestanding signage to be on the site, as well as access to the site. Item number six (6) of the applicant's Voluntary Conditions and Use Restrictions relates to access to the site and sub-item iii states that if "The City of Mobile deny(ies) Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard." Based on the Traffic Engineering comments, it should be noted that the left-in, right-out curb cut onto Dogwood Drive would be permissible from both a Traffic Engineering standpoint and as stipulated in the Voluntary Conditions and Use Restrictions submitted by the applicant. If approved, an original notarized copy of the "Voluntary Conditions and Use Restrictions" form must be submitted to Planning & Zoning staff.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process prior to signing the Final Plat;
2. Revision of the Final Plat to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such already exists;
3. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of all right-of-way widths on the Final Plat, adjusted for dedication, if necessary;
5. Retention of the plat to illustrate a 25-foot minimum building setback line along both rights-of-way, adjusted for dedication, if necessary;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.
The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE November 16, 2023

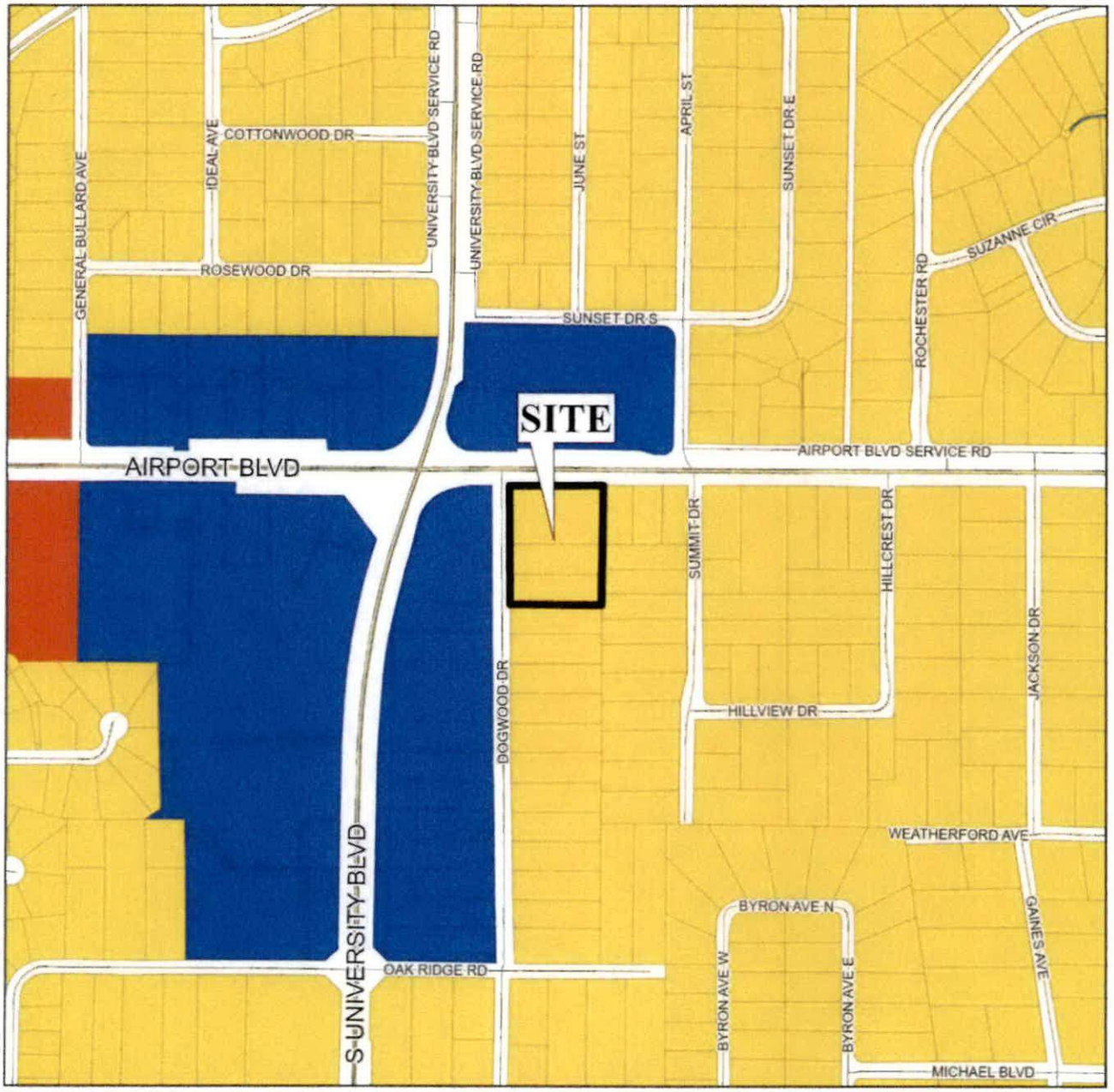
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

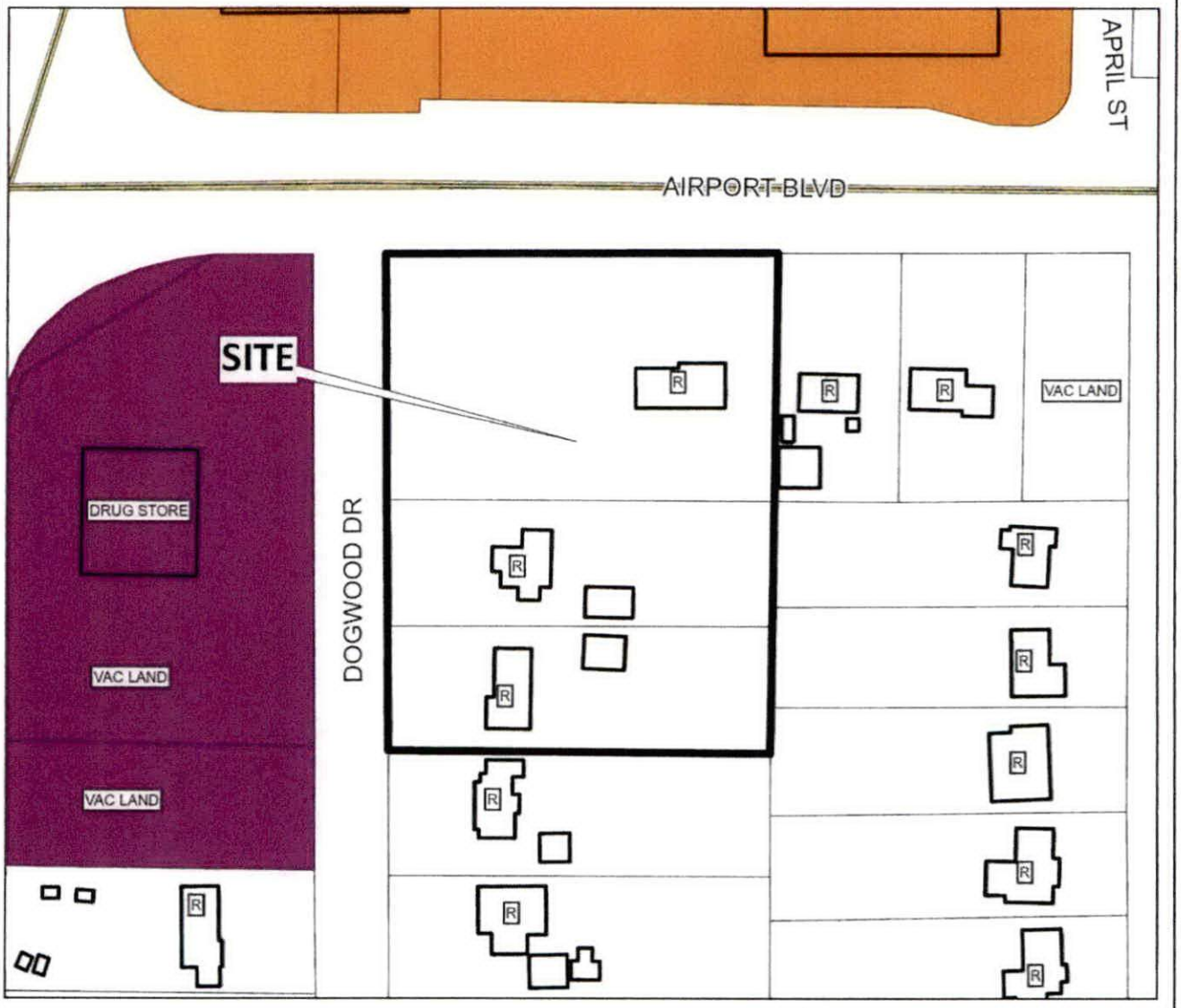
REQUEST Subdivision, Rezoning from R-1 to B-1

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

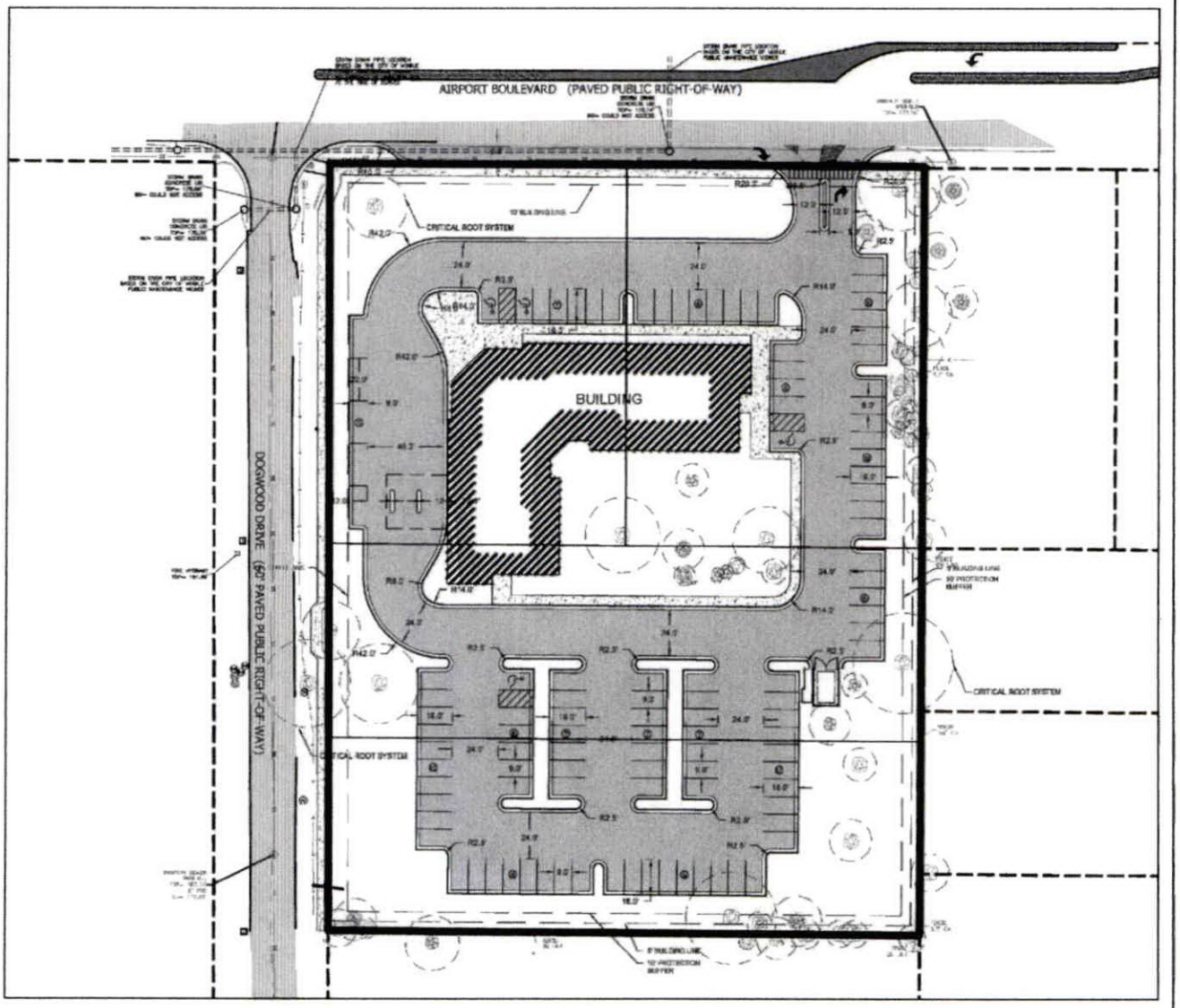
REQUEST Subdivision, Rezoning from R-1 to B-1

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

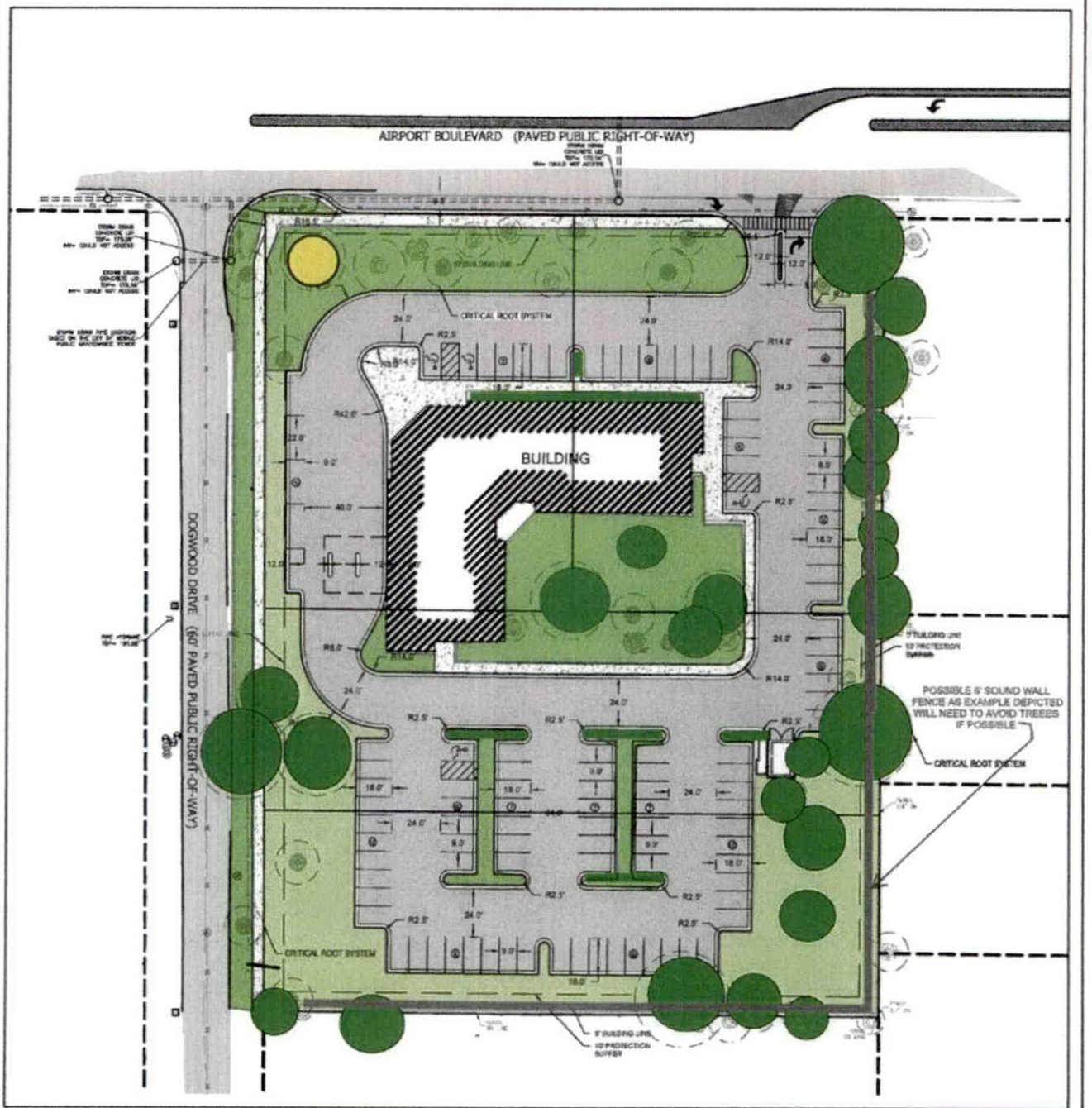
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 1 DATE November 16, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

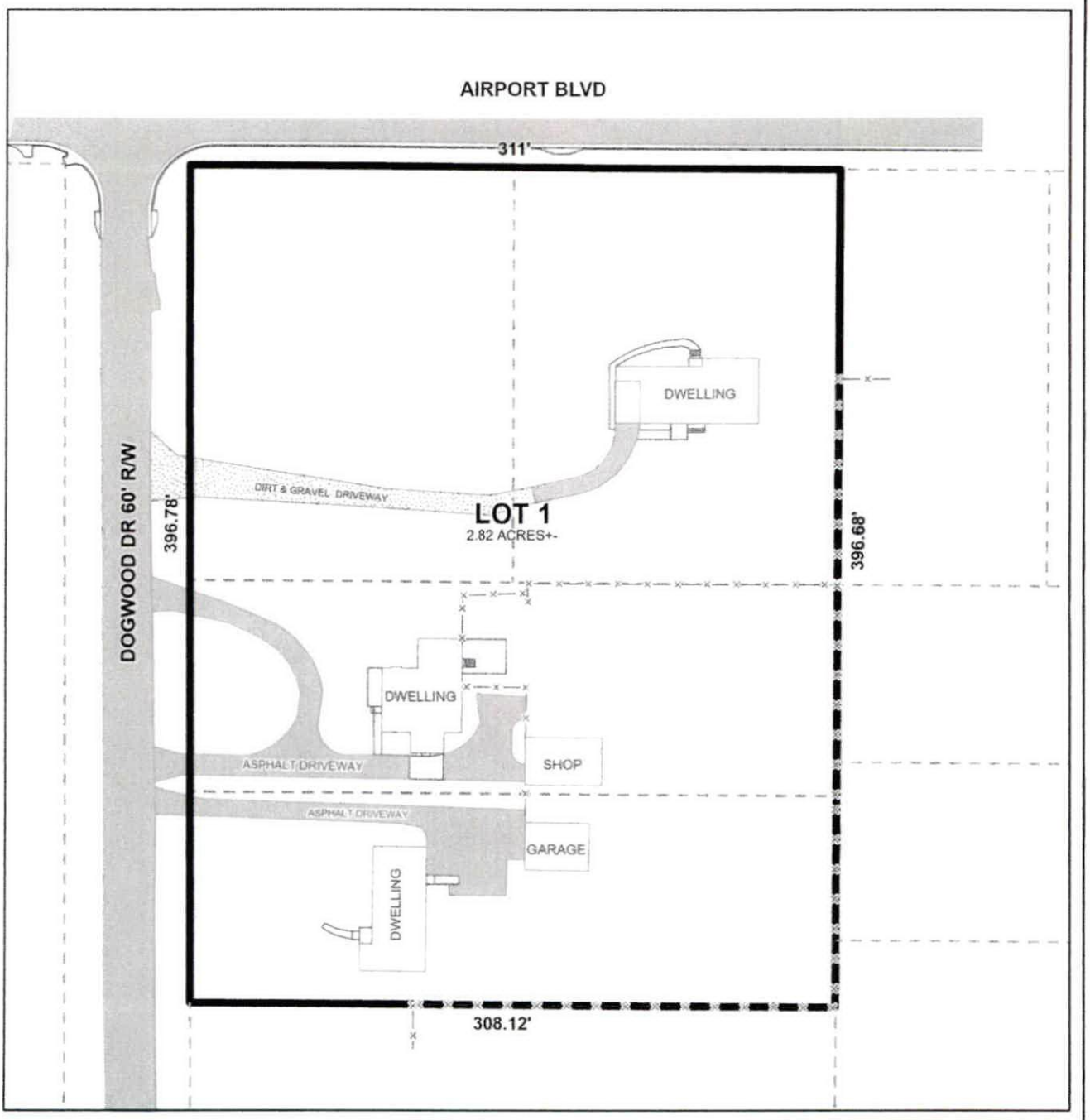
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

Agenda Item # 8

SUB-002680-2023 & ZON-UDC-002678-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering received a comprehensive traffic impact analysis report regarding the prospective construction of a mixed-use development in Mobile, Alabama. The report was conducted by Skipper Consulting, Inc. in response to the request made by SAAD Development Corporation. The following is a summary of Traffic Engineering's response that was sent back to the consultant. The site is currently occupied by a limited number of single-family residences. Skipper Consulting demonstrated a level of diligence in their report and made recommendations in the interest of optimizing traffic flow to ensure the safe and efficient utilization of the project site and its surroundings. However, Traffic Engineering has identified some safety concerns and instances of non-compliance with access management regulations within those provided recommendations. The concerns have the potential to result in traffic congestion along Airport Boulevard, safety hazards for oncoming vehicles, and conflicts for those trying to enter the facility. From these findings, Traffic Engineering recommends that a driveway access for SAAD Development Corporation be built on Dogwood Drive. It is recommended that the driveway access along the Airport Blvd corridor be converted into a right-in and right-out access only and that, if possible, the driveway is located further eastward to achieve 660 feet from the nearest intersection as recommended by the ALDOT Access Management Manual. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a one (1)-lot resubdivision of proposed Lots 1-3 of the previously-mentioned Government Street Highland Subdivision.

The preliminary plat submitted provides the proposed lot size in both square feet and acres, which exceed the minimum lot size for a B-1 Buffer Business Suburban District and if approved, should be retained on the Final Plat.

The site has frontage along Airport Boulevard and Dogwood Drive. Airport Boulevard is a Principal Arterial on the Major Street Plan, that should have a minimum right-of-way of 100-feet. As the preliminary plat does not depict the existing right-of-way along Airport Boulevard, if approved, the Final Plat should be revised to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such right-of-width currently exists. Dogwood Drive is a minor street without curb and gutter, and should therefore have a minimum right-of-way of 60-feet. The preliminary plat depicts a compliant existing right-of-way for Dogwood Drive, which should be retained on the Final Plat, if approved.

As proposed, the 25-foot minimum front setback is depicted along both frontages, and should be retained on the Final Plat, if approved.

Rezoning

The subject site is immediately abutted by R-1, Single Family Residential Suburban District to the South and East, with LB-2, Limited Neighborhood Business Suburban District to the West (across Dogwood Drive), and B-2, Neighborhood Business Suburban District to the North (across Airport Boulevard).

The applicant is proposing to rezone the subject site to B-1 to accommodate between 14,000 and 28,000 square feet of professional office space. The applicant states that the design of the structure has not been finalized yet, and that the plan submitted is still conceptual. That being said, if the site is rezoned and allowed to be developed commercially, it must comply with all requirements of the Unified Development Code (UDC), to include the provision of a residential buffer, compliant parking surfacing and lighting, and structural designs.

The applicant does mention that a possible tenant could include a financial institution, which would require Special Exception approval to be located within a B-1 district. It should be noted that Special Exceptions are site-plan specific approvals considered by the Board of Zoning Adjustment.

The applicant has included a "Voluntary Conditions and Use Restrictions" form. The form (which is available via the "Applicant Materials for Consideration – Rezoning" on page 1. which provides restrictions for the construction of the proposed development, times for dumpster pick-up to occur, maintenance of the site's landscaping areas, freestanding signage to be on the site, as well as access to the site. Item number six (6) of the applicant's Voluntary Conditions and Use Restrictions relates to access to the site and sub-item iii states that if "The City of

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SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process prior to signing the Final Plat;
2. Revision of the Final Plat to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such already exists;
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4. Retention of all right-of-way widths on the Final Plat, adjusted for dedication, if necessary;
5. Retention of the plat to illustrate a 25-foot minimum building setback line along both rights-of-way, adjusted for dedication, if necessary;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
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The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

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- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
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- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
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LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE November 2, 2023

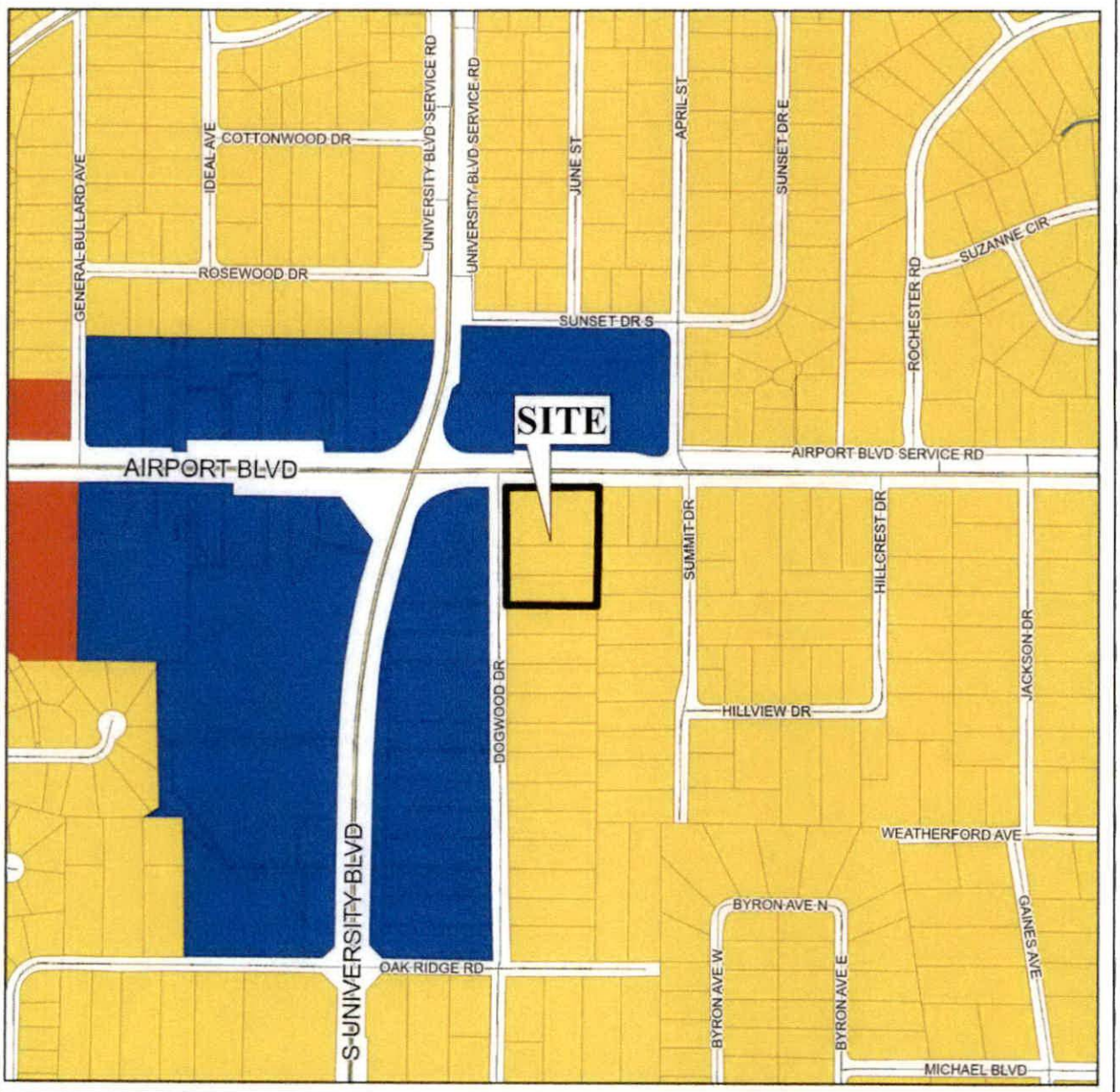
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

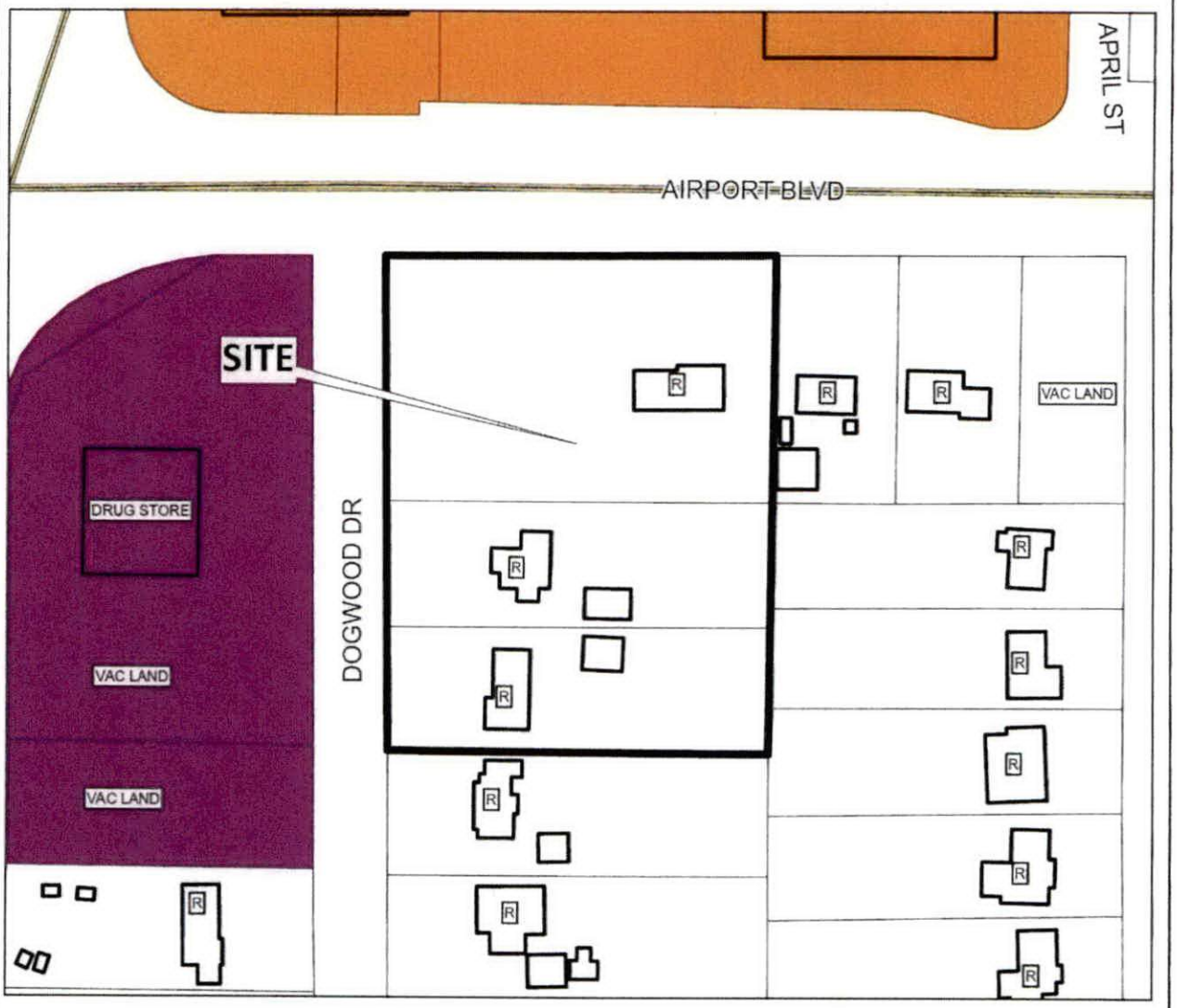
REQUEST Subdivision, Rezoning from R-1 to B-1

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

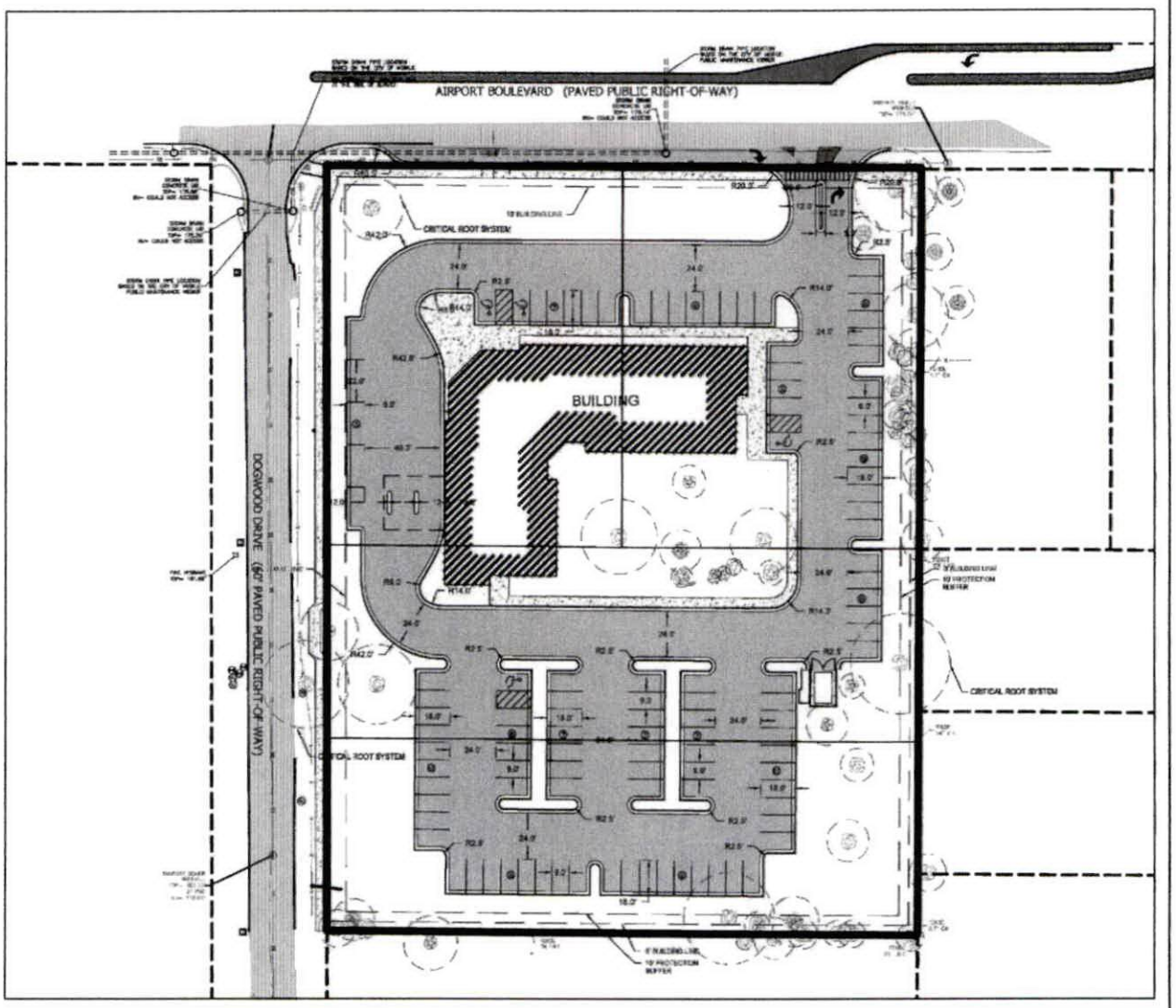
REQUEST Subdivision, Rezoning from R-1 to B-1

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

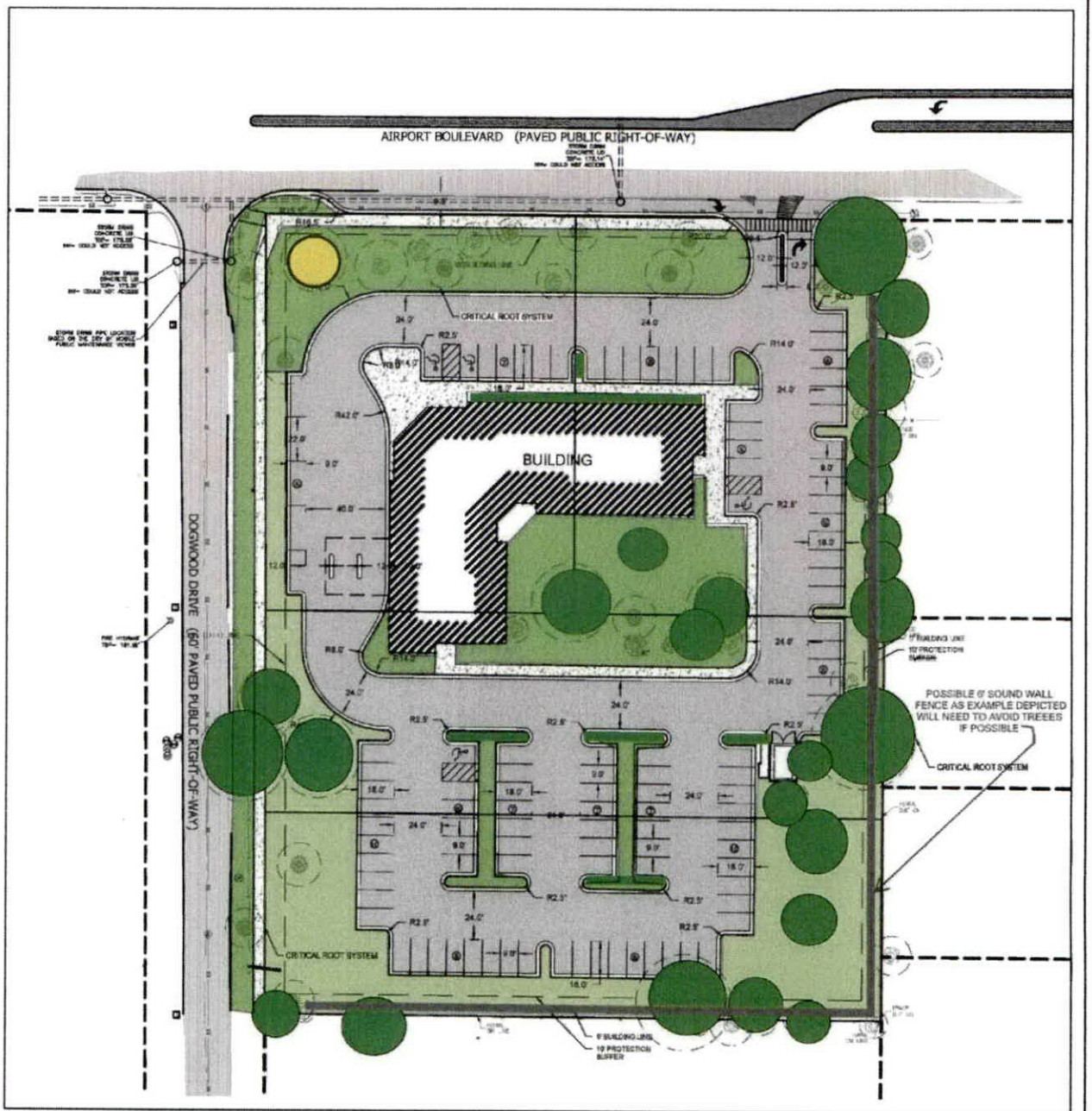
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

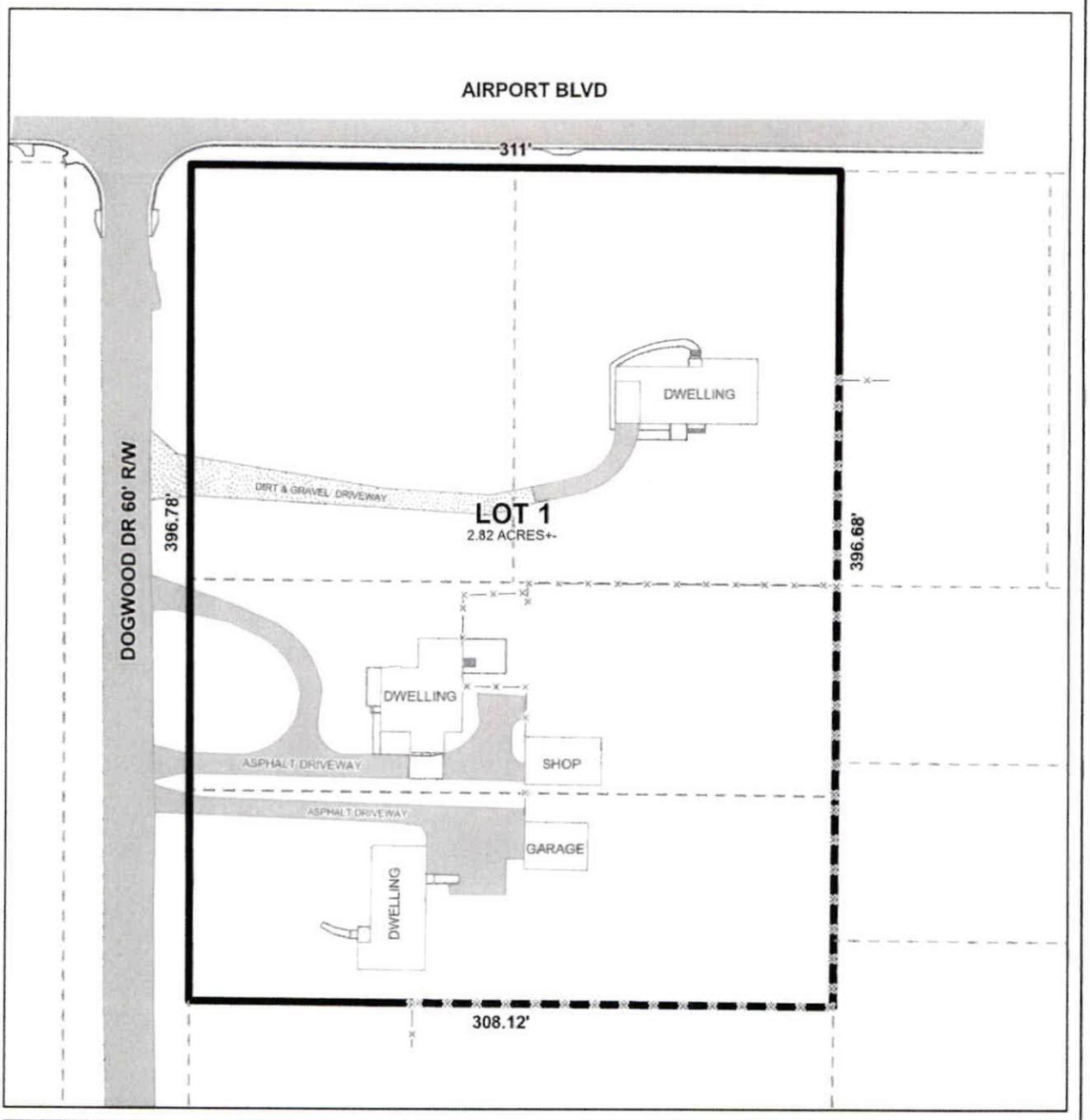
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/8/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/7/2024 - 1:33 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4600 Cypress Business Park Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 12, 2024**, a public hearing will be held on the **9th** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4600 Cypress Business Park Drive from B-3, Community Business Suburban District, and B-5, Office Distribution District, to B-3, Community Business Suburban District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1,

AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 20th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4600 Cypress Business Park Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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The classification of said property is hereby changed from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
4600 Cypress Business Park Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 6, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of **4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)** for a change in zoning from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District** for the property located at **4600 Cypress Business Park Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

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This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS

RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

_____

Lisa Lambert, City Clerk

4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
4600 Cypress Business Park Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Mark A. Wattier
Wattier Surveying, Inc.
4318 Downtowner Loop N.
Suite H
Mobile, Alabama 36609

Re: 4600 Cypress Business Park Drive
ZON-UDC-002806-2024
4600 Business Park Subdivision
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
District 4
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

Dear Applicant(s)/ Property Owner (s):

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and

B) Compatibility. The proposed amendment is compatible with:
- The current development trends, if any, in the vicinity of the subject property;
- Surrounding land uses;
- Would adversely impact neighboring properties; or
- Cause a loss in property values.

C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.

D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Neighborhood Business Suburban District, subject to the following conditions:

1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $499.32. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

Re: 4600 Cypress Business Park Drive
ZON-UDC-002806-2024
4600 Business Park Subdivision
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
District 4
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

Re: 4600 Cypress Business Park Drive
ZON-UDC-002806-2024
4600 Business Park Subdivision
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
District 4
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Bestor Ward III	
Firm:	Ward Properties, Inc	
Phone:	251-342-0400	
Email:	bestor@wardpropertiesinc.com	
Address:	450 St.Louis St. Mobile, AL 36602	

	Owner	Design Professional
Name:	Bestor Ward III	
Firm:	Ward Properties, Inc.	
Phone:	251-342-0400	
Email:	bestor@wardpropertiesinc.com	
Address:	450 St. Louis St. Mobile, AL 36602	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

4600 Cypress Business Park — Property Address

40 x 300 = 12,000.00 sq. ft. addition — Property Area (acres or square feet)

3306234000067001 — Parcel Number(s) or Key Number(s)

B-3 / B-5 — Present Zoning or Transect District

B-3 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date: 1/12/24

Applicant or Agent Signature (if applicable) — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date: 1/12/24

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ■ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This will be an extension of an existing rear parking lot. The extension would result in a "split" zoning of B-3 and B-5.
   We are requesting B-3 for both parcels.

   B-3 and B-5 — Future Land Use Map (FLUM) Designation

   B-3 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   Extending the parking lot allows for on site truck turning instead of backing up into the street.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The overall length if trucks is longer than when the building was constructed. This will allow for on site turning of truck.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Cypress Business Park
   Amazon may locate here
   U.S.P.S Distribution Center
   Other Distribution

2. Describe the surrounding land uses.
   Sea Pac, Amazon (maybe), Construction Companies, Trucking Companies, etc

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   None

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   Yes

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   Allows truck access to rear of building to turn on site versus turning in the street

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

We plan to expand an existing parking area into the vacant lot next door.

4600 BUSINESS PARK SUBDIVISION
LEGAL DESCRIPTION FOR REZONING APPLICATION

STATE OF ALABAMA
COUNTY OF MOBILE

THE SOUTH 40 FEET OF LOT 1, CREEKLINE FIFTH ADDTION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

Justification: This is a down zoning of the recently acquired parcel to make its zoning match that of the currently existing 4600 Cypress Business Park. This strip of land will be used to expand the parking area behind 4600 Cypress business park to allow for todays 18 wheels to be able to better use the truck wells on the premises.

4 2600 Business Park Subdivision

Owners:

Bestor Ward
Ward Properties, Inc.
450 St. Louis St.; Mobile, AL 36602
bestor@wardpropertiesinc.com
251-583-8972

Greg Hahn
Seapac, Inc.
PO Box 2177; Tuscaloosa, AL 35403
g.hahn@comcast.net
205-242-0230

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Gregg Hahn, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4660 Cypress Business Park Drive Mobile AL 36619.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas Bestor Ward III
Designee (1)

bestor@wardpropertiesinc.com
Email

251-583-8972
Phone Number

Signature of Property Owner

Thomas Bestor Ward IV
Designee (2)

Bestorwardiv@wardpropertiesinc.com
Email

251-751-0418
Phone Number

1/17/2024
Date

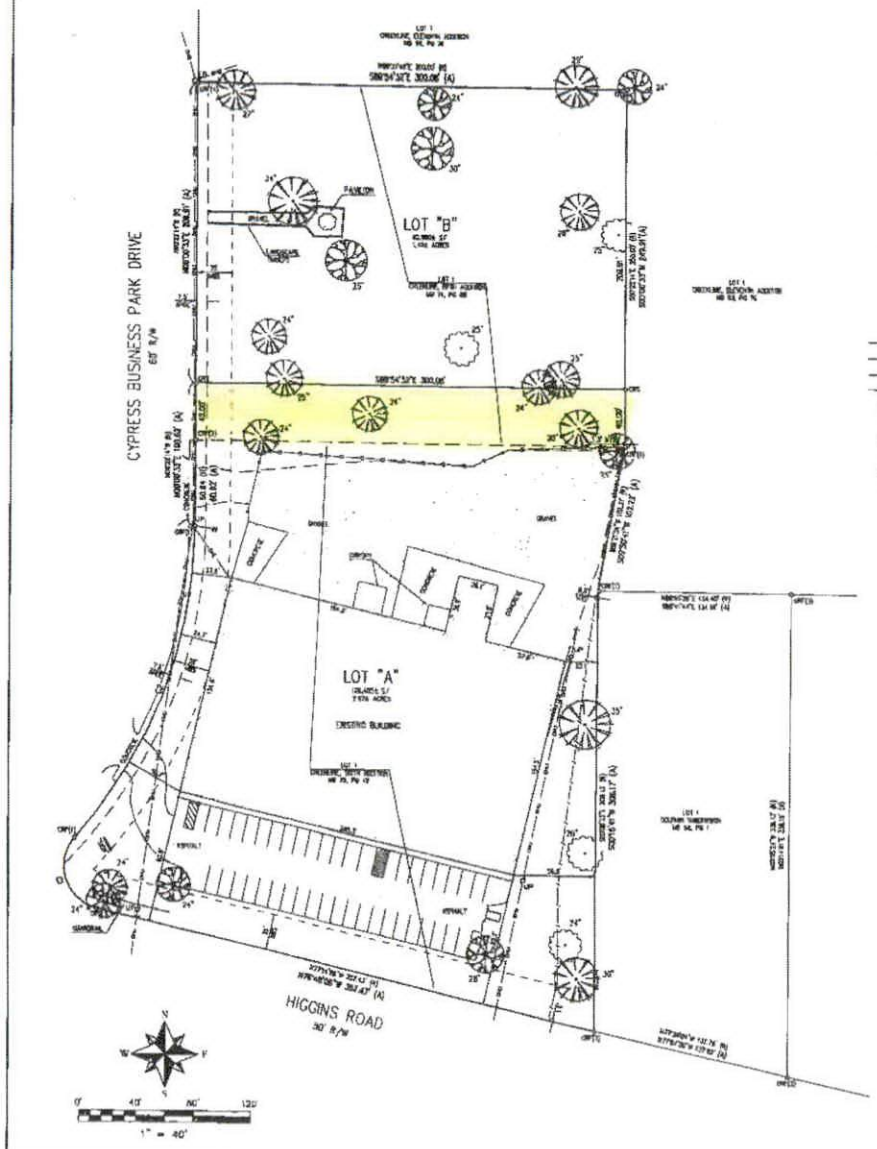
City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Gregg Hahn, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Seapac Inc, a corporation for the property located within the city limits of Mobile, Alabama at 4660 Cypress Business Park Drive Mobile AL 36619.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas Bestor Ward III	Thomas Bestor Ward IV
Designee (1)	Designee (2)
bestor@wardpropertiesinc.com	bestorwardiv@wardpropertiesinc.com
Email	Email
251-583-8972	251-751-0418
Phone Number	Phone Number
Signature of Company Owner	1/17/2024
	Date



LEGEND

(M)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CM(S)	CAPPED REBAR FOUND (CNC)
CM(D)	CAPPED REBAR FOUND (ILLEGIBLE)
CM(O)	CAPPED REBAR FOUND (OTH)
CM(-)	CAPPED REBAR FOUND (NON-ID)
CRS	CAPPED REBAR SET
APCC	ALABAMA POWER COMPANY EASEMENT
MBL	MINIMUM BUILDING SETBACK
NTS	NOT TO SCALE
	UTILITY POLE W/ANCHOR
	LIGHT POLE W/ANCHOR
	WATER METER
	SPIGOT/FIRE HYDRANT
	TELEPHONE/CABLE VAULT
	TELECOMMUNICATION PEDESTAL
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEANOUT
	OVERHEAD UTILITY LINE
	OVERHEAD ELECTRIC LINE
	WOOD PRIVACY FENCE
	CHAIN LINK FENCE
	DECIDUOUS TREE
	PINE TREE

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1 (M)	11°57'47"	30.00'	61.31'	N/A	N/A
C1 (A)	11°57'47"	30.00'	61.00'	N17°58'43"W	60.91'
C2 (M)	47°27'39"	330.00'	366.25'	S20°18'43"W	355.93'
C2 (A)	47°27'39"	329.60'	366.25'	S20°18'43"W	355.71'

NOTES

1. ONE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0057 L, DATED 09/02/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES DERIVE GRID DISTANCE BY SCALE FACTOR OF 0.99988004 TO DETERMINE GROUND DISTANCE.
4. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 19' 47" AT N 317101.091, E 1764646.937.

LEGAL DESCRIPTION

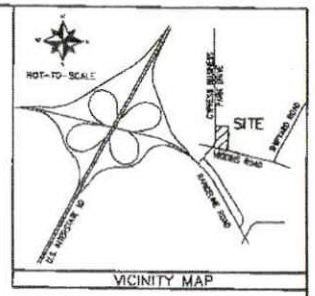
STATE OF ALABAMA
COUNTY OF MOBILE

LOT 1, CYPRESS FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 59 AND LOT 1, CYPRESS SIXTH ADDITION, AS RECORDED IN MAP BOOK 75 PAGE 15, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 19384



WARD PROPERTIES, INC

BY _____ ITS _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT _____ WHOSE NAME AS _____ OF WARD PROPERTIES, INC., OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (DEVE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

SEAFAC, INC

BY _____ ITS _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT _____ WHOSE NAME AS _____ OF SEAFAC, INC., OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (DEVE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

4600 BUSINESS PARK SUBDIVISION

SUBDIVISION

SECTION 23, T-5-S, R-2-W
MOBILE COUNTY, ALABAMA

JANUARY 5, 2024

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4319 Dauphinwood Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

WARD PROPERTIES, INC
450 ST. LOUIS STREET
MOBILE, AL 36602

WARD PROPERTIES, INC
450 ST. LOUIS STREET
MOBILE, AL 36602

WARD PROPERTIES, INC
450 ST. LOUIS STREET
MOBILE, AL 36602

SEAPAC INC
PO BOX 2177
TUSCALOOSA, AL 35403

SEAPAC INC
PO BOX 2177
TUSCALOOSA, AL 35403

SEAPAC INC
PO BOX 2177
TUSCALOOSA, AL 35403

DOLPHIN PROPERTIES INC
3835 LE BLANC DR
THEODORE, AL 36582

DOLPHIN PROPERTIES INC
3835 LE BLANC DR
THEODORE, AL 36582

DOLPHIN PROPERTIES INC
3835 LE BLANC DR
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C
3835 LEBLANC
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C
3835 LEBLANC
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C
3835 LEBLANC
THEODORE, AL 36582

EVANS JANICE D
4909 AUDUBON DR
MOBILE, AL 36619

EVANS JANICE D
4909 AUDUBON DR
MOBILE, AL 36619

EVANS JANICE D
4909 AUDUBON DR
MOBILE, AL 36619

ANTHONY A COOPER I LLC
900 HILLCREST RD STE A5
MOBILE, AL 36695

ANTHONY A COOPER I LLC
900 HILLCREST RD STE A5
MOBILE, AL 36695

ANTHONY A COOPER I LLC
900 HILLCREST RD STE A5
MOBILE, AL 36695

GENERIC PROPERTIES LLC
C/O BIRMINGHAM INVESTMENT
REALTY INC
1165 GADSDEN HWY
BIRMINGHAM, AL 35235

GENERIC PROPERTIES LLC
C/O BIRMINGHAM INVESTMENT
REALTY INC
1165 GADSDEN HWY
BIRMINGHAM, AL 35235

GENERIC PROPERTIES LLC
C/O BIRMINGHAM INVESTMENT
REALTY INC
1165 GADSDEN HWY
BIRMINGHAM, AL 35235

OFFICE MANAGEMENT SYSTEMS
OF ALABAMA INC
327 YORKVILLE RD E
COLUMBUS, MS 39702

OFFICE MANAGEMENT SYSTEMS
OF ALABAMA INC
327 YORKVILLE RD E
COLUMBUS, MS 39702

OFFICE MANAGEMENT SYSTEMS
OF ALABAMA INC
327 YORKVILLE RD E
COLUMBUS, MS 39702

MBT INVESTMENTS LLC
P O BOX 190034
MOBILE, AL 36619

MBT INVESTMENTS LLC
P O BOX 190034
MOBILE, AL 36619

MBT INVESTMENTS LLC
P O BOX 190034
MOBILE, AL 36619

AMAZON.COM SERVICES LLC
C/O AMAZON PROPERTY TAX
PO BOX 80416
SEATTLE, WA 98108

AMAZON.COM SERVICES LLC
C/O AMAZON PROPERTY TAX
PO BOX 80416
SEATTLE, WA 98108

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SEATTLE, WA 98108

Agenda Item # 11

SUB-002807-2024 & ZON-UDC-002806-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4600 Cypress Business Park Drive

Subdivision Name:
4600 Business Park Subdivision

Applicant / Agent:
Bestor Ward, III / Mark A. Wattier, Wattier Surveying, Inc.

Property Owner:
Ward Properties, Inc. and Seapac, Inc.

Current Zoning:
B-3, Community Business Suburban District, and B-5, Office-Distribution District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Heavy Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Rezoning from B-3 and B-5 to B-3
- **Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 11 DATE February 22, 2024	N
APPLICANT 4600 Business Park Subdivision	
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3	NTS

SITE HISTORY

The subject site was annexed into the City of Mobile in 1993 and assigned R-1 zoning.

In June, 1995 Creekline Subdivision, Sixth Addition created the lot at the corner of Cypress Business Park Drive and Higgins Road. The following month, Creekline Subdivision, Fifth Addition created the adjacent lot to the North.

In August, 1996 both lots were rezoned from R-1. The corner lot was rezoned to its current B-3 classification, and the adjacent lot was rezoned to its current B-5 classification.

In February, 1998 a Sidewalk Waiver was granted for the corner lot to waive construction of sidewalks along both Cypress Business Park Drive and Higgins Road.

In March, 1998 the Board of Zoning Adjustment granted a Parking Surface Variance to allow aggregate parking in a B-3 district for the corner lot.

Mobile County tax bill data indicates the corner lot was developed in 1998. The adjacent lot remains undeveloped, except for a pavilion.

STAFF COMMENTS

Engineering Comments:

SUBDIVISION

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #90) LOTS A and B will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT A – NONE AND LOT B – NONE.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing

REZONING

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of

sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant proposes to create two (2) new lots of record from two (2) existing lots of record via the shifting of the common internal property line between the lots. The subject site is served by public water and sanitary services.

The preliminary plat indicates that the existing common internal property line is to be relocated forty (40) feet to the North to enlarge Lot 1, Creekline Subdivision Sixth Addition, and reduce Lot 1, Creekline Subdivision, Fifth Addition. Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Higgins Road and Cypress Business Park Drive. Higgins Road is a minor street without curb and gutter and a substandard 50-foot right-of-way. However, as no dedication was required with the approval of Creekline Subdivision, Sixth Addition, no dedication should be required for this review. Cypress Business Park Drive is also a minor street, but with curb and gutter, and a compliant 60-foot right-of-way. Therefore, no dedication would be required. The right-of-way widths of both streets should be retained on the Final Plat, if approved.

As on the preliminary plat the 25-foot minimum building setback line along both streets should be retained on the Final Plat, if approved.

The plat indicates an Alabama Power Company easement along Cypress Business Park Drive. Therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

Lot 1, Creekline Subdivision, Sixth Addition is currently zoned B-3, Community Business Suburban District, and the adjacent Lot 1, Creekline Subdivision, Fifth Addition is currently zoned B-5, Office-Distribution District. As proposed, Lot A would incorporate 40 feet of the existing Lot 1, Creekline Subdivision, Fifth Addition; therefore, the proposed rezoning from B-3 and B-5 to B-3 for proposed Lot A should be completed to eliminate split zoning before the Final Plat can be signed.

It should also be noted that due to the expansion of Lot 1, Creekline Subdivision, Sixth Addition, a new Sidewalk Waiver request will be required, or sidewalk provided, along the extended Cypress Business Park Drive frontage prior to any further development.

Rezoning

With the proposed subdivision, a split-zoned situation would occur for proposed Lot A. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot A from B-3 and B-5 to B-3. In this instance, the subdivision of land makes reclassification necessary and desirable to eliminate split zoning. The proposed B-3 classification would be in keeping with the current land use of the site. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process from B-3 and B-5 to B-3 for proposed Lot A prior to signing the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of the right-of-way width of both streets on the Final Plat;
4. Retention of the 25-foot minimum building setback line along both streets;
5. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder;
6. Provision of a sidewalk along the extended Cypress Business Park Drive frontage at the time of development, or submission of a Sidewalk Waiver for that portion of the lot;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and

- Compatibility. Whether the proposed amendment is compatible with:
  - The current development trends, if any, in the vicinity of the subject property;
  - Surrounding land uses;
  - Would adversely impact neighboring properties; or
  - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

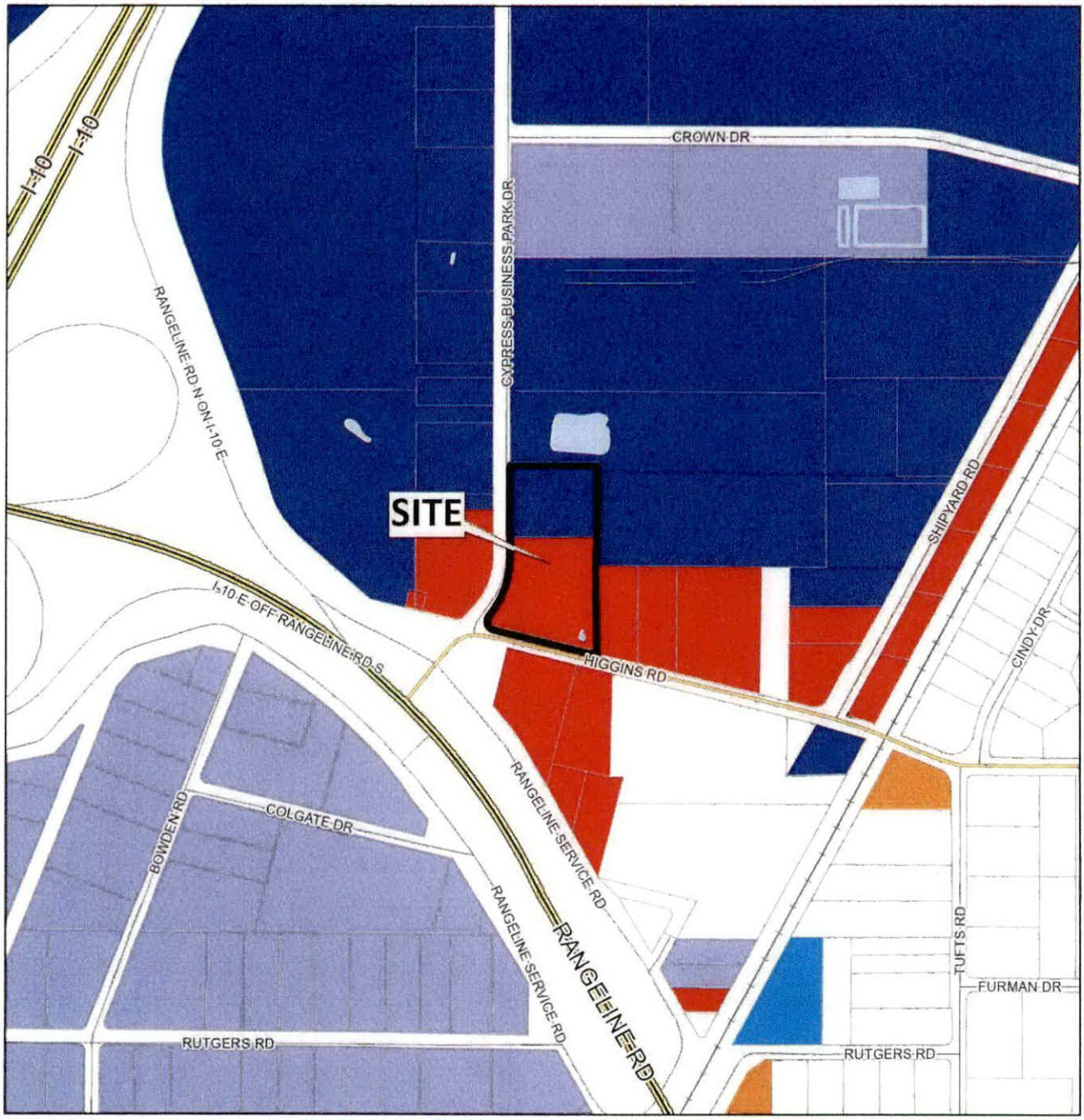
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE February 22, 2024

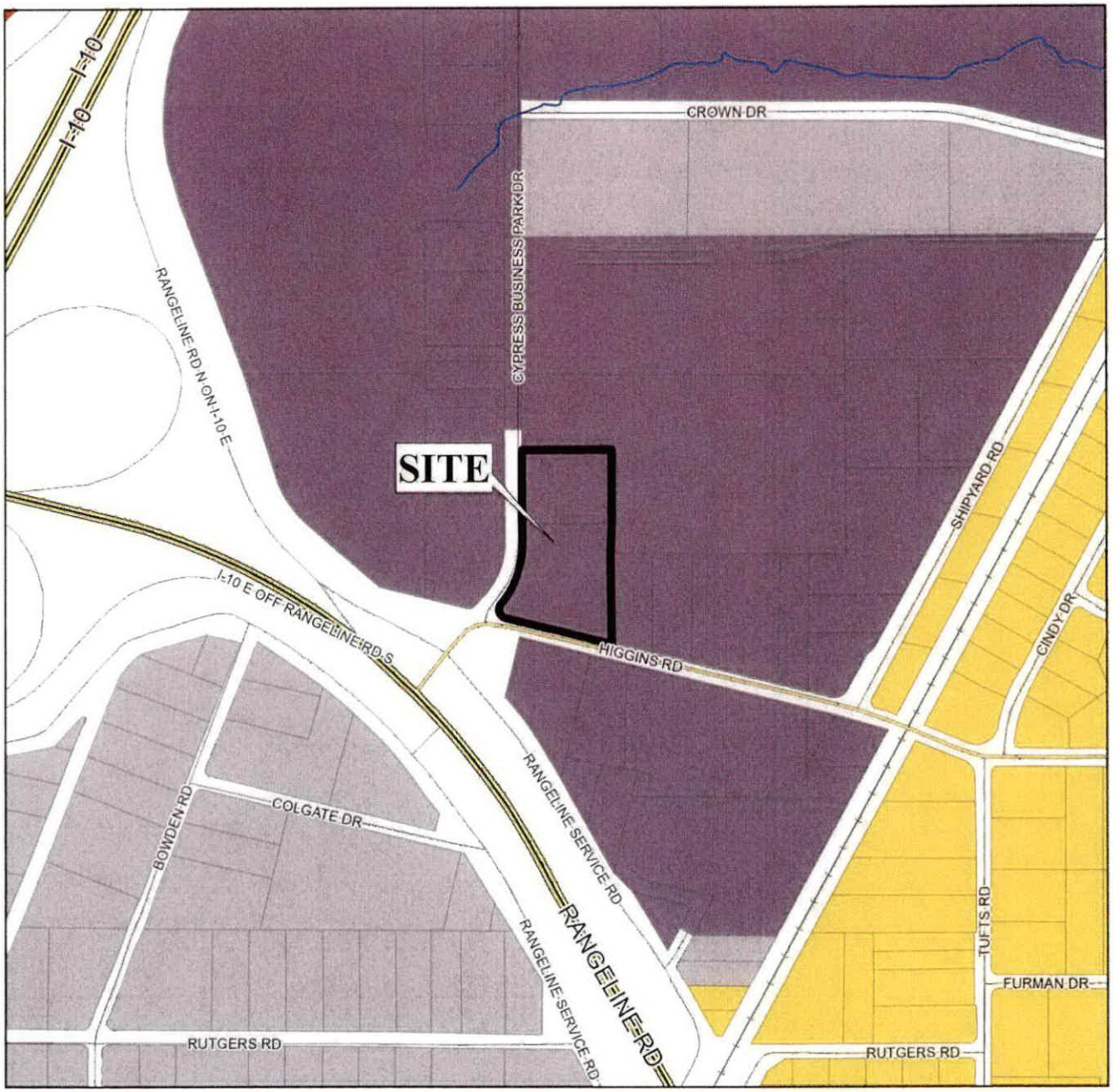
APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

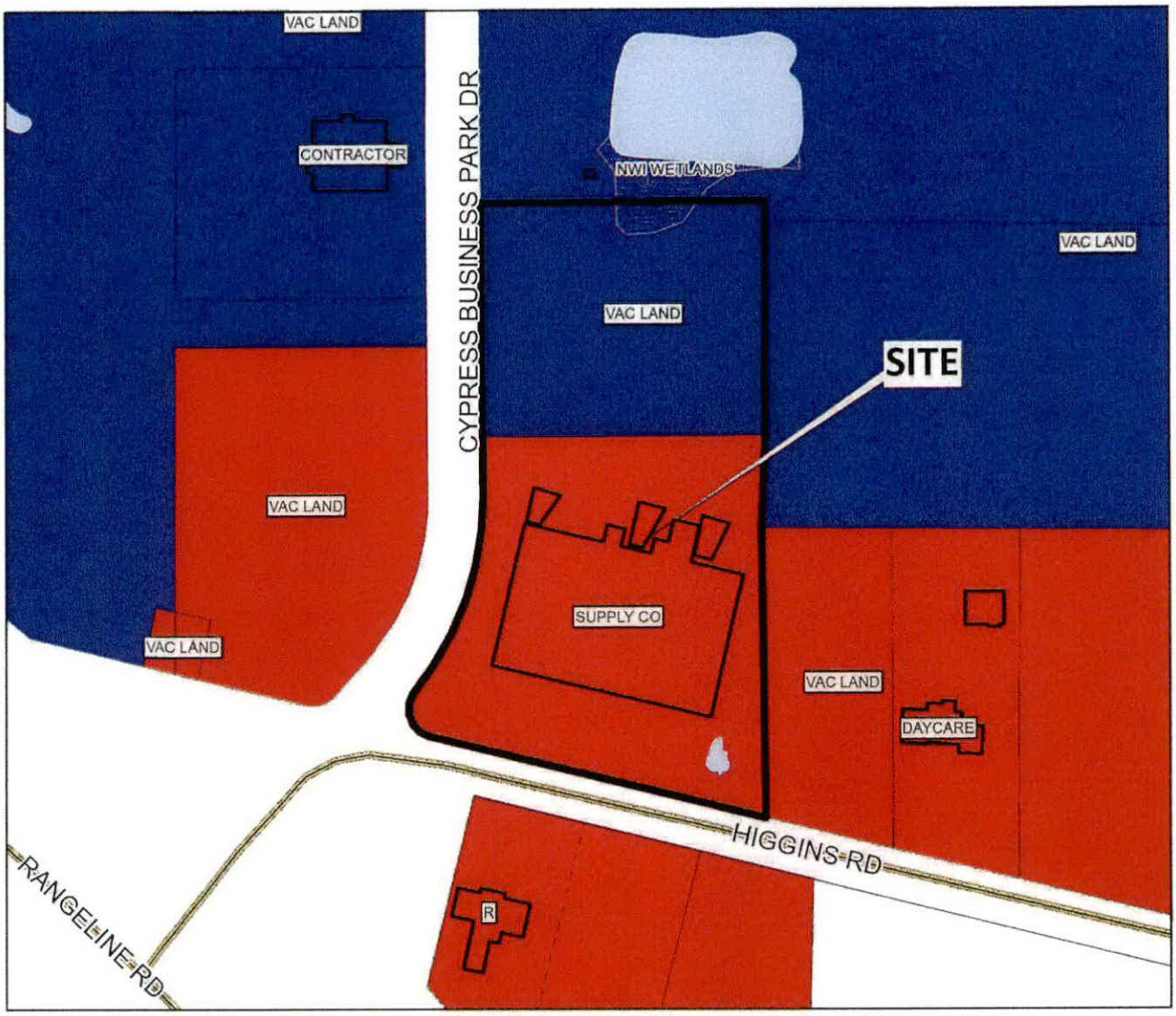
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



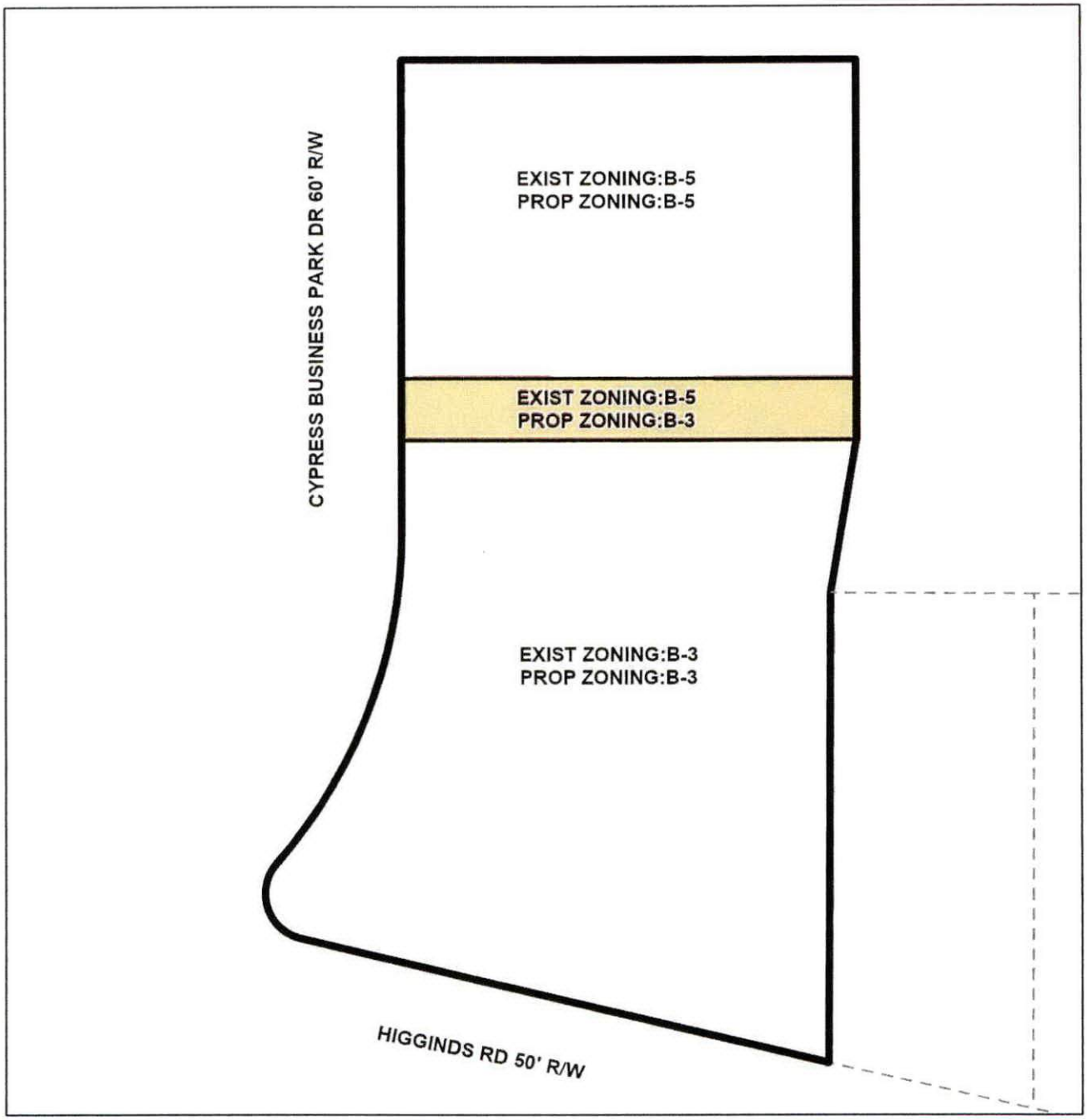
The site plan illustrates the existing building, parking, setbacks, and easement.

APPLICATION NUMBER	11	DATE	February 22, 2024
APPLICANT	4600 Business Park Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and B-5 to B-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/1/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2024 - 12:03 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider an
Ordinance to Amend Chapter 64, Article 5, Section 5
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2024**, a public hearing will be held on the **2nd** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING APPLICATION AT THE PUBLIC HEARING ON SAME

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, "At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]" is hereby REPEALED.

SECTION TWO: Miscellaneous

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 20th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code would amend Chapter 64, Article 5, Section 5 to remove the requirement that the City Council act on a rezoning at the public hearing on the same.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

64-020 2024

SPONSORED BY: COUNCILMEMBER BEN REYNOLDS

AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING APPLICATION AT THE PUBLIC HEARING ON SAME

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, "At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]" is hereby **REPEALED.**

SECTION TWO: Miscellaneous

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson, Councilmember Josh Woods, and Councilmember Gina Gregory

Purpose and Scope of Project:

Planning project to evaluate and develop traffic control and signal timing plans for special events around the USA campus.

Amount of Contract:

$200,000

Effective Date of Contract:

4/1/2024

Funding Source

Project # USA Planning Study 2023-2060-02 **Discretionary Funds**

Project String 50015001 48020 **Contract Number:**G-USASETP

Budget Amendment **REDUCE** **INCREASE**

Grant Funds $160,000 **Matching Funds** $40,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/25/2024
Agreement	Backup Material	3/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	3/25/2024 - 5:40 PM
Accounting	Threadgill, Randy	Approved	3/29/2024 - 3:53 PM

Legal	Kern, Chris	Approved	4/1/2024 - 2:26 PM
Legal	Kern, Chris	Approved	4/1/2024 - 2:26 PM
Mayors Office	Barber, James	Approved	4/4/2024 - 11:43 AM

R E S O L U T I O N

Sponsored by: Mayor Stimpson, Councilmember Woods, Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Development of a traffic plan to handle special event traffic around the University of South Alabama; Project # SPR-PART3-APMB(024); CPMS Ref# 100077575

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City.

I, the undersigned qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 20___, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Imagetrend LLC for annual renewal of Imagetrend Elite Rescue, Elite Field, and Visual Informatics software for MFRD.
General fund.

Amount of Contract:

$90,375.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240404 Imagetrend Agenda Package POs	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6916	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE RESCUE, ELITE FIELD, AND VISUAL INFORMATICS SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	$90,375.00	(295732) IMAGETREND, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006916-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
IMAGETREND, LLC	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD.	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	RICHARDSONV@CITYOFMOBILE.ORG
Tel#9524691589	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE. PER GSA-GS-35F 365DA.			
	GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 16, 2021 through June 15, 2026.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	ANNUAL FEE Elite™ Rescue - SaaS *Includes Elite™ Field (03/31/24 - 03/30/25) : Invoice PS-INV107136	1.00 EACH	79875.00000	79875.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			79875.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ANNUAL FEE: Visual Informatics™	1.00	10500.00000	10500.00

Bill To	Requisition 00006916-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
IMAGETREND, LLC	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD.	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	RICHARDSONV@CITYOFMOBILE.ORG
Tel#9524691589	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ANNUAL FEE (03/31/24 -03/30/25) : Invoice PS-INV107136	EACH		
1	6120.70.15.0000.0000.1510.0000.0000.42200.			10500.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 90375.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200.	90375.00	1539471.21
EMERGENCY MEDICAL SVCS EXP PROFESSIONAL & TECHNICAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Rejected	03/25/24	DONALD ROSE	Rejected by: 9105fola SEE REJE
Approved	04/04/24	DONALD ROSE	Approved by: 9105fola
Approved	04/04/24	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00006916-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	295732				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/04/24	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	04/04/24	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	04/04/24	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/04/24	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Kim Carmody, Parks & Recreation

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract with Dorie's Inc, dba Azalea City Golf Course Grill, to operate the concession in the Azalea City Golf Course Clubhouse and provide catering and on-course food/beverage services. Exclusive franchise - contractor pays rent + revenue share to City.

Amount of Contract:

Revenue $800/mo + 4% gross rev over $20K/month

Effective Date of Contract:

4/1/2024

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Agenda Package Azalea Golf Concession	Cover Memo	4/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Moore, Rick	Approved	4/2/2024 - 5:33 PM
Legal	Kern, Chris	Approved	4/4/2024 - 11:18 AM

Legal	Kern, Chris	Approved	4/4/2024 - 11:18 AM
Mayors Office	Barber, James	Approved	4/4/2024 - 11:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Dorie's Inc., d/b/a Azalea City Golf Course Grill, for three years, to provide food and beverage concession services for the Azalea City Golf Course, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGREEMENT
CONCESSION SERVICES - AZALEA CITY GOLF COURSE
CITY OF MOBILE, ALABAMA

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Mobile, a municipal corporation (hereinafter called "City"), acting by and through its Mayor and City Council, and Dorie's Inc., d/b/a Azalea City Golf Course Grill (hereinafter called "Vendor");

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

I GENERAL TERMS AND CONDITIONS

This Agreement shall be effective beginning April 1, 2024 and shall continue until March 30, 2027. The period of time from the beginning of the contract to its conclusion shall be called the "Term". During the Term the Vendor shall have the exclusive right to operate a quality food and beverage concession in the concession facility located in the Clubhouse at the Azalea City Golf Course, 1000 Gaillard Drive, Mobile, Alabama. Vendor shall have no right to perform any services, sell any merchandise, or engage in any business or commercial activity at the Azalea City Golf Course that is not specifically granted under the provisions of this Agreement. .Subject to the provisions stated elsewhere in this Agreement, the Vendor shall have the right and duty to:

a) Use and occupy the facility (the "facility" is defined as the dining area, cooking area, serving area, meeting room, and patio) necessary for its operation during the Term, to include using Vendor's business name for branding of the concession operations. Vendor may use the facility for private functions only with the prior approval of the City, and may not hold private functions in the main dining room on Fridays or Saturdays.

b) Acquire, prepare, dispense and sell at the facility and on the golf course high quality food, refreshments, snacks, and beverages in an attractive setting for patrons.

c) Make all minor repairs and maintenance incurred in the normal scope of operations. Such maintenance will include keeping the facility and equipment clean, and cleaning of the grease trap. Vendor shall provide all supplies and equipment necessary for such maintenance.

d) Comply with food and beverage service regulations, to include compliance with all Mobile County Health Department inspection requirements and the attainment of inspection scores consistent with those of similar high quality food service establishments.

II FEES AND FINANCIAL TERMS

a) The Vendor shall pay the City Eight Hundred ($800.00) Dollars per month for the term of this Agreement. In addition to said fees, the Vendor shall pay the City an amount equal to four percent (4%) of the Gross Revenues exceeding Twenty Thousand Dollars ($20,000.00) derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected) in each and every calendar month of the contract term.

b) The City may elect to refund or credit to Vendor the $800.00 monthly fee for any month for which the City closes the Azalea City Golf Course more than 10 calendar days.

c) During the Term, the Vendor has the duty to pay the fees described in II (a) herein above, not later than the twentieth (20th) day of each month, for that month. Unless such monthly payments are postmarked or received by the City on or before the twentieth (20th) day of each month during the Term, a late fee of Ten ($10.00) Dollars per day shall be added to the amount due to the City. For purposes of these payments, Vendor shall submit payments due the City directly to the Azalea City Golf Course bookkeeper.

d) The Vendor shall have the duty to furnish the City monthly revenue statements, in such form as approved by the City, showing receipts for the preceding month and shall submit them together with its payment by the twentieth (20th) day of each month as required in Item c) above. Revenue statements will be provided to the Mobile Parks and Recreation Operations Manager ("Operations Manager") located at 47 N. Sage Avenue, Mobile, AL 36607.

e) The Vendor shall have the duty to keep true and accurate records of all its operations under this Agreement, including all receipts and disbursements of all money by it. Records, reporting forms, transaction documentation, and accounting methods shall be in such form and kept in such manner as approved by the Operations Manager, and all books, accounts, records, and operations of Vendor shall be open at all reasonable times for inspection and copying by Operations Manager or his/her designated representative.

f) The Vendor shall have the duty to furnish the Operations Manager promptly after close of each year a financial statement of its operations.

g) The Vendor shall have the duty to use its best effort to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Prompt and timely reporting as required by II(c), II(d), and II(e) above is of the essence of this Agreement.

h) The Golf Superintendent of the Azalea City Golf Course shall serve as the Vendor's point of contact with the City for day-to-day operations and maintenance issues. City and Vendor shall provide each other efficient contact and notice information to include emergency points of contact. The Operations Manager shall serve as the Vendor's point of contract for all contract and financial obligations.

III SALE OF ALCOHOLIC BEVERAGES

The Vendor shall have the duty of obtaining all necessary licenses for the serving of alcoholic beverages and diligently enforce all rules of the ABC Board. Individuals will not be permitted to bring personal coolers or beverages on the Course. Appropriate signage will be the responsibility of the City. Enforcement will be the responsibility of the Vendor.

IV REMOVAL OF DISORDERLY PERSONS AND TRESPASSERS

The Vendor shall have the duty and authority to request disorderly persons or persons trespassing on the site to remove themselves from the premises.

V. RIGHTS AND DUTIES OF THE CITY

a) The City will be responsible for securing all major structural repairs to the building, equipment, and furnishings.

b) The City shall be responsible for electricity, water, sewer, gas, telephone, television, kitchen exhaust hood, garbage, trash, security and alarm, and internet service at the Grill. The Vendor shall be responsible for all other utilities, to include pest control and grease trap maintenance.

c) The City will provide and have appliances and equipment cleaned and certified to be in good working order prior to the Vendor's occupation of the Clubhouse. **(See Exhibit 1, APPLIANCE AND EQU IPMENT INVENTORY)**

d) The City will be responsible for the repairs or replacement of equipment it owns due to normal wear and tear. Vendor will be responsible for repairs or replacement due to misuse or negligence.

e) The Vendor shall not install additional appliances without prior written approval is received from the Executive Director of Public Works and Electrical Departments to assure that the operation of the Clubhouse is not compromised.

VI. DESTRUCTION OF PROPERTIES: ABATEMENT OF PAYMENTS DUE TO CASUALTY

a) The supplies and all merchandise, effects and other property of any kind, nature, and description belonging to the Vendor, which may be on or in the properties during the Term shall be at the sole risk and hazard of the Vendor and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, stream pipes, or other pipes, by theft, or any other cause, said loss or damage is to be charged to or be borne by the Vendor. Provided, however, in the event that such destruction or damage is caused the negligence or misconduct of the City of Mobile or its agents, the City shall reimburse Vendor the costs of repair of such damage or destruction.

b) If the facility is rendered wholly unfit for use by the Vendor by reason of any of the above occurrences not due to the fault or neglect of the Vendor, or if fifty (50%) percent or greater of the area of the facility is damaged or destroyed, the City of Mobile or the Vendor may terminate this Agreement without fault.

VII. RATES AND PRICES

a) It is the intent of this Agreement that Vendor charges to patrons shall be comparable to the prices charged by comparable golf courses offering similar facilities and service in the immediate area, such as Quail Creek Golf Club and Spring Hill College Golf Course.

b) Accordingly, the Vendor will initially obtain City concurrence in Vendor's menu and fee pricing. Vendor must submit menu and fee pricing revisions thereafter for City concurrence prior to implementation. Should Vendor desire to amend its schedule of prices such that they are not comparable with comparable golf courses, Vendor shall include documentation justifying the amendment.

c) The Vendor shall keep at all times on public display, the prices, rates, and charges, which are made for the sale of goods and services to the public. No such displays shall be attached to Clubhouse walls

VIII. DECORATIONS/DISPLAYS

The Vendor shall not attach any decorations and/or displays to the interior walls of the Clubhouse unless approved by City.

IX. HOURS OF OPERATIONS

The Vendor will remain open with food and beverage service during the same times as the Pro Shop, subject to inclement and/or cold weather conditions. Hot food is to be available from 7 AM to 2PM, seven days a week.

X. BEVERAGE CART

It is expected that Vendor will use and operate the beverage cart, to provide beverage service on the golf course to patrons, as a minimum, on weekends unless inclement weather precludes such. Vendor shall remove all supplies after each day of use. City will provide the cart to be used for on-course beverage sales. Vendor will provide coolers and any other necessary supplies.

XI. QUALITY OF PERFORMANCE

a) The Vendor agrees that it will operate and manage its contract granted under this Agreement in a professional first-class manner, comparable to other first-class Vendor firms providing similar facilities and services.

b) The Vendor shall hire a qualified and experienced restaurant manager. The person will be physically on the premises or available to personally resolve problems during operating hours. The Vendor staff are required to wear a uniform with the company name and/or logo and maintain a neat and clean presence as well a provide courteous and competent treatment to all patrons. The Vendor shall be responsible for continuous staffing for prompt efficient customer service. The Vendor shall adhere to all Federal, State, and local regulations for food service.

c) The Vendor shall ensure that the kitchen, concession stands, and immediate areas are kept free from debris and in a clean and sanitary condition at all times during the Term when such stands are operative. The Vendor shall have the duty to place accumulated garbage each day immediately following lunch and before closing, in the dumpster provided by the City. Vendor must provide and is financially responsible for regular grease collection and removal. The Vendor shall have the duty to keep the facilities under surveillance for any condition that may be hazardous to the general public and shall take whatever action is required to abate any such hazard or isolate the hazard from the general public.

d) The Vendor will provide all food items for sale and food preparation. The Vendor will provide all food preparation, cooking, and serving equipment to include plates, flatware, and napkins. Disposable products are suitable for patron's use, as the Grill does not have a dishwasher.

XII. CONDITIONS AND SURRENDER OF FACILITIES

a) At the end of the Term, the facilities shall be surrendered to the City of Mobile broom-clean and in good order excepting ordinary wear and tear or damage for which the Vendor is not responsible for in this Agreement. If the Vendor does not at once surrender possession of the same, the City may forthwith re-enter and repossess the premises without being guilty of trespassing or of forcible entry and detained without incurring liability to the Vendor for loss or damage to Vendor's property.

b) Personal property of Vendor must be removed from the Clubhouse prior to the expiration of the Term unless otherwise authorized by the City. If any personal property of Vendor is not

removed within (30) days of the expiration of the term, such property shall become and remain the property of the City.

XIII. TOURNAMENTS/PRIVATE FUNCTIONS

a) Vendor is expected to work directly with tournament groups in the provision of food and beverage service at standard, reasonable rates.

b) It is understood that some groups may wish to provide their own food and beverage. In such case, the Vendor is privileged to assess a reasonable corkage fee not to exceed $5.00 per golfer for food and non-alcoholic beverages. This fee will be reviewed annually and may be adjusted by up to 10% maximum.

c) Due to alcohol liability, all alcoholic beverages will be purchased through the Vendor.

d) The Vendor must obtain written approval from the Operations Manager prior to hosting a private function. No private function shall impede the availability of the golfers to obtain food and beverages.

e) Vendor will enter into a signed, written agreement with the tournament/group representative.

f) The Vendor must provide a signed, written agreement with the tournament/group representative to the Golf Professional.

XIV. STANDARD OF SERVICE

Vendor will provide a high quality of customer service to reflect favorably on the Azalea City Golf Course. Vendor and all of its employees and representatives will exercise the utmost care to treat all persons with courtesy and respect, will maintain adequate stock of all sales merchandise and will exercise the highest degree of care in anticipating and fulfilling reasonable customer demands for consumable items and series. Vendor's performance evaluation will include a rating based on the formal and informal customer input made directly to Golf Course Superintendent.

XV. FORCE MAJEURE

Neither the City nor the Vendor shall be deemed in breach of this Agreement if it is prevented from performing to the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority strikes or labor disputes, riots, rebellion, sabotage, or another similar circumstances not within its reasonable control. In the case of a "force majeure", as defined herein, destroying or rendering unusable all or a portion of the Clubhouse, the provisions of Clause VI shall control.

XVI. INDEMNIFICATION OF THE CITY

Vendor its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor

of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

XVII. INSURANCE REQUIREMENTS:

a) Vendor shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and Azalea City Golf Course and the City of Mobile (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein. Evidence of such insurance shall be included as Exhibit 2 to this Agreement.

b) For the term of this Agreement, Provider shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name Azalea City Golf Course and the City of Mobile as an additional insured and*** shall attach to this contract as proof thereof a certificate of insurance. On or before the inception of this agreement, and annually thereafter for the duration of this agreement (or longer if stated otherwise), the Service Provider shall maintain the following insurance policies on a primary and non-contributing basis. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

c) The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation: Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations: Public Liability, including premises, products and complete operations:
   1. Bodily Injury Liability
      a. $500,000 each person
      b. $1,000,000 each occurrence
   2. Property Damage Liability
      a. $1,000,000 each occurrence or
      b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive, including owned, non-owned, and hired vehicles. *(If Service Provider does not own an automobile, but one is used in the execution of the agreement, then only "hired and non-owned coverage" is required.)*

   1. Bodily Injury Liability,
      a. $250,000 each person
      b. $500,000 each occurrence, and
   2. Property Damage Liability: $100,000 each occurrence , or, in lieu of 1 and 2,
   3. Combined Bodily Injury and Property Damage - $500,000.00.

d) The policy shall provide endorsements or exclusions removed for property damage liability, personal injury liability, contractual liability, product liability, and independent contractor liability.

e) Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City of Mobile and such waiver shall be reflected on the Certificate(s) of Insurance. The Vendor does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials for any

claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

f.) Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

XVIII. ASSIGNMENTS AND SUBCONTRACTS

The Vendor shall not assign this Agreement in whole or in part, nor subcontract all or any part of the site, without first obtaining the written consent of the City and in that event, the Vendor shall remain primarily liable for the payments herein provided, unless expressly otherwise provided by the written consent by the City. If this agreement is assigned, or if the site or any part thereof is underlet or occupied by anybody other than the Vendor without the consent of the City as hereinabove provided, the City may collect rent from the assignee undertenant, or occupant, and apply the net amount collected to the fee herein reserved, but no such assignment underletting, occupancy or collection shall be deemed a waiver of this Clause, or the acceptance of the assignee, undertenant or occupant as Concessioner, or a release of the Vendor from an of the covenant herein contained.

XIX. RIGHT OF ENTRY; INSPECTION BY THE CITY

a) The City and its authorized representatives shall have full right and power to enter the Vendor's facilities for the purpose of inspection, enforcing laws, rules and regulations, as well as for any o other lawful purpose.

b) The City of Mobile or its authorized representatives may at any time and without interfering with the operations being conducted within the Vendor's facilities, enter onto and upon said facilities to examine the condition thereof, and determine whether the Vendor is conducting its operations thereon in compliance with the terms and provisions of this Agreement. This condition is also necessary to provide access for personnel to operate and maintain facility fire protection and electrical equipment located within the facilities.

c) The Vendor shall be required to make any improvements in cleaning or maintenance methods requested by the City.

XX. SIGNS/DECORATIONS

The Vendor shall place no signs, advertisement, decorations, or displays upon the Azalea City Golf Course Clubhouse or the surrounding grounds without approval by the City, which approval shall not be unreasonably withheld. The City shall have the right to remove any sign that may be erected without such consent.

XXI. NONDISCRIMINATION

Vendor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that

fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXII. COMPLIANCE WITH LAWS AND AGREEMENTS

a) The Vendor shall keep itself fully informed and promptly comply or cause compliance with all laws, ordinances, rules and regulations in a manner affecting its operation under this Agreement.

b) The Vendor will produce all permits and licenses, pay any charges, license fees, or taxes incident to the operation and give all notices necessary and incident to the lawful and proper execution of its operations hereunder.

XXIII. VENUE/JURISDICTION

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

XXIX. CHANGES IN WRITING ONLY

This Agreement contains the entire agreement of the parties and no change, modification, or waiver in or of the terms, provision, or conditions of the Agreement shall be in any way valid or binding on either of the parties hereto unless the same be in writing and signed by both parties.

XXX NOTICES

a) A written notice to the City hereunder shall, until receipt of written notice otherwise from the City, be addressed to Azalea City Golf Course, City of Mobile, P. O. Box 1827 Mobile, AL, 36633.

b) Written notice to the Vendor hereunder shall, until receipt of written notice otherwise from Vendor, be addressed to: Dorie's Inc., d/b/a Azalea City Golf Course Grill, in care of the Azalea City Golf Course.

c) All notices may be delivered personally to the City in the one case or to the Vendor in charge in the other case or may be deposited in the United States mail, properly addressed, as above provided, and with postage fully prepaid.

XXXI. DEFAULT; EARLY TERMINIATION CREATED HEREBY

a) The City of Mobile has the right to terminate this Agreement and end the Term upon thirty (30) days written notice from the City Council if the Vendor is in breach of any of its duties under this Agreement and fails to cure its breach to the satisfaction of the City Council within such thirty (30) day period. The City shall not be liable for payment to the Vendor for lost profit or damages as the result of its termination of the contract.

b) Either party shall have the option of terminating this Agreement and ending the Term in the event of a major casualty as described in Clause II (Rights and Duties of the City) by giving the other party thirty (30) days' notice.

XXXII. NO PARTNERSHIP OR EMPLOYMENT CREATED HEREBY

The City and Vendor agree that no partnership relations between the parties hereto or joint venture as created by this Agreement, and the Vendor is not made an employee of the /city. The Vendor shall be an independent contractor at all times.

XXXIII. COMPLIANCE WITH ALABAMA IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

XXXIV. BOYCOTTS

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

XXXV. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXXVI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the date indicated above.

Dorie Courtney

VENDOR, Dorie's Inc. d/b/a Azalea City Golf Course Grill Date 3/28/24

By Its

owner

Title

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Taylor M Barbour, a Notary Public, in and for said County in said State, hereby certify that Dorie Courtney whose name as owner of the inc, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28 day of March, 2024

(Seal) TAYLOR MICHELLE BARBOUR NOTARY PUBLIC Comm. Expires Jan. 30, 2028 ALABAMA STATE AT LARGE

Notary Public

CITY OF MOBILE
A Municipal Corporation

Date

By Its Mayor

ATTEST:

City Clerk

Date

Exhibit 1: Appliance and Equipment Inventory
2: Evidence of Insurance

EXHIBIT 1

COOKING APPLIANCE AND TELEVISION INVENTORY
TO BE PROVIDED BY CITY

COOKING APPLIANCE AND TELEVISION INVENTORY TO BE PROVIDED BY CITY

Asset #	Date Purchased	Description
None	6/27/2014	Microwave
None	1/15/2014	6 burner gas stove, double oven, griddle combo, Sunfire
None	7/1/2014	2 basket deep fryer, Pitco
None	7/1/2014	2 basket deep fryer, Pitco
81407	2/3/2023	Ice machine, Ice-O-Matic 1446FW
72052	8/31/2007	Ice Storage Bin (sits below ice machine) Ice-O-Matic
47680	10/1/1996	Stainless steel table 29" x 70"
	10/6/2021	Stainless steel table 30" x 60"
	10/6/2021	Stainless steel table 36" x 24"
	5/20/2019	Upright freezer, 15.7 cu ft, Maytag
36778	02/2000	Double door freezer, Continental
48757	1/30/2009	Single door freezer, True Manufacturing
	Unknown	Single door refrigerator, Frigidaire
	11/5/2019	Single door refrigerator, True Manufacturing Company
	9/1/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	10/7/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	5/2/2022	Draft Beer Cooler; Atosa USA Mod MKC23GR
47854	4/13/2007	32" flat screen TV, HP
47856	4/13/2007	37" flat screen TV, HP
47745	12/16/2009	42: flat screen TV, LG

MOMALLEY

COMMERCIAL INSURANCE APPLICATION
APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 03/29/2024

AGENCY Vigilant Gulf Coast 29000 US Highway 98, Bldg C-201 Daphne, AL 36526	CARRIER: Wilmington Insurance Company — NAIC CODE: 30155 COMPANY POLICY OR PROGRAM NAME — PROGRAM CODE POLICY NUMBER
CONTACT NAME: Michael O'Malley PHONE (A/C, No, Ext): (251) 929-9011 FAX (A/C, No): E-MAIL ADDRESS: momalley@alignspartners.com CODE: — SUBCODE: AGENCY CUSTOMER ID: DORIINC-01	UNDERWRITER — UNDERWRITER OFFICE STATUS OF TRANSACTION: [ ] QUOTE [X] ISSUE POLICY [ ] RENEW; [ ] BOUND (Give Date and/or Attach Copy); [ ] CHANGE; [ ] CANCEL; DATE 03/29/2024; TIME; [ ] AM [ ] PM

LINES OF BUSINESS

	INDICATE LINES OF BUSINESS	PREMIUM			PREMIUM			PREMIUM
	BOILER & MACHINERY	$		CYBER AND PRIVACY	$		YACHT	$
	BUSINESS AUTO	$		FIDUCIARY LIABILITY	$			$
	BUSINESS OWNERS	$		GARAGE AND DEALERS	$			$
X	COMMERCIAL GENERAL LIABILITY	$ 884.00		LIQUOR LIABILITY	$			$
	COMMERCIAL INLAND MARINE	$		MOTOR CARRIER	$			$
	COMMERCIAL PROPERTY	$		TRUCKERS	$			$
	CRIME	$		UMBRELLA	$			$

ATTACHMENTS

	ACCOUNTS RECEIVABLE / VALUABLE PAPERS		GLASS AND SIGN SECTION		STATEMENT / SCHEDULE OF VALUES
	ADDITIONAL INTEREST SCHEDULE		HOTEL / MOTEL SUPPLEMENT		STATE SUPPLEMENT (If applicable)
	ADDITIONAL PREMISES INFORMATION SCHEDULE		INSTALLATION / BUILDERS RISK SECTION		VACANT BUILDING SUPPLEMENT
	APARTMENT BUILDING SUPPLEMENT		INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT		VEHICLE SCHEDULE
	CONDO ASSN BYLAWS (for D&O Coverage only)		INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT		
	CONTRACTORS SUPPLEMENT		LOSS SUMMARY		
	COVERAGES SCHEDULE		OPEN CARGO SECTION		
	DEALERS SECTION		PREMIUM PAYMENT SUPPLEMENT		
	DRIVER INFORMATION SCHEDULE		PROFESSIONAL LIABILITY SUPPLEMENT		
	ELECTRONIC DATA PROCESSING SECTION		RESTAURANT / TAVERN SUPPLEMENT		

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
03/29/2024	03/29/2025	[ ] DIRECT [ ] AGENCY				$	$	$ 884.00

APPLICANT INFORMATION

	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Dorie's Inc. 2613 Venice Court Mobile, AL 36605				
BUSINESS PHONE #: (251) 554-7087				
WEBSITE ADDRESS				

[X] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				
BUSINESS PHONE #:				
WEBSITE ADDRESS				

[ ] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				
BUSINESS PHONE #:				
WEBSITE ADDRESS				

[ ] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

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AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

CONTACT INFORMATION

CONTACT TYPE:	CONTACT TYPE:
CONTACT NAME:	CONTACT NAME:
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS:	PRIMARY E-MAIL ADDRESS:
SECONDARY E-MAIL ADDRESS:	SECONDARY E-MAIL ADDRESS:

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC # 1	STREET: 23 Upham St		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER X TENANT	# FULL TIME EMPL: 1	ANNUAL REVENUES: $	80,000
BLD # 1	CITY: Mobile	STATE: AL			# PART TIME EMPL: 1	OCCUPIED AREA:	1,100 SQ FT
	COUNTY: Mobile	ZIP: 36607–3328				OPEN TO PUBLIC AREA:	350 SQ FT
DESCRIPTION OF OPERATIONS: Sales of premade casseroles, pastas, desserts, baked goods. Preparation of catered foods.						TOTAL BUILDING AREA:	SQ FT
						ANY AREA LEASED TO OTHERS? Y / N	N
LOC # 2	STREET: 1000 Gaillard Drive		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER X TENANT	# FULL TIME EMPL: 1	ANNUAL REVENUES: $	70,000
BLD # 1	CITY: Mobile	STATE: AL			# PART TIME EMPL	OCCUPIED AREA:	2,000 SQ FT
	COUNTY: Mobile	ZIP: 36608				OPEN TO PUBLIC AREA:	1,700 SQ FT
DESCRIPTION OF OPERATIONS: Casual counter service restaurant with alcohol sales. Restaurant located at club house at municipal golf course.						TOTAL BUILDING AREA:	SQ FT
						ANY AREA LEASED TO OTHERS? Y / N	N
LOC #	STREET		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: $	
						OCCUPIED AREA:	SQ FT
BLD #	CITY:	STATE:			# PART TIME EMPL	OPEN TO PUBLIC AREA:	SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA:	SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N	
LOC #	STREET		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: $	
						OCCUPIED AREA:	SQ FT
BLD #	CITY:	STATE:			# PART TIME EMPL	OPEN TO PUBLIC AREA:	SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA:	SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N	

NATURE OF BUSINESS

														DATE BUSINESS STARTED (MM/DD/YYYY)
☐	APARTMENTS	☐	CONTRACTOR	☐	MANUFACTURING	X	RESTAURANT	☐	SERVICE	☐				03/03/2021
☐	CONDOMINIUMS	☐	INSTITUTIONAL	☐	OFFICE	☐	RETAIL	☐	WHOLESALE					

DESCRIPTION OF PRIMARY OPERATIONS

Sales of premade casseroles, pastas, desserts, baked goods at location 1. Casual counter service restaurant with alcohol sales at location 2 (at golf course).

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS RANK: ___ EVIDENCE: ☐ CERTIFICATE ☐ POLICY ☐ SEND BILL	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED ☐ LIENHOLDER		LOCATION:	BUILDING:
☐ BREACH OF WARRANTY ☐ LOSS PAYEE		VEHICLE:	BOAT:
☐ CO-OWNER ☐ MORTGAGEE		AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR ☐ OWNER		ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER ☐ REGISTRANT		ITEM DESCRIPTION	
☐ LENDER'S LOSS PAYABLE ☐ TRUSTEE	REFERENCE / LOAN #: / INTEREST END DATE:		
	LIEN AMOUNT: / PHONE (A/C, No, Ext): / FAX (A/C, No):		
REASON FOR INTEREST:	E-MAIL ADDRESS:		

GENERAL INFORMATION

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

EXPLAIN ALL "YES" RESPONSES	Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?	N
PARENT COMPANY NAME / RELATIONSHIP DESCRIPTION / % OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	N
SUBSIDIARY COMPANY NAME / RELATIONSHIP DESCRIPTION / % OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION? ☐ SAFETY MANUAL ☐ SAFETY POSITION ☐ MONTHLY MEETINGS ☐ OSHA ☐	N
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? **Cooking. Baking at location 1. Grilling at location 2.**	Y
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)	N
LINE OF BUSINESS / POLICY NUMBER / LINE OF BUSINESS / POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? **(Missouri Applicants - Do not answer this question)** ☐ NON-PAYMENT ☐ AGENT NO LONGER REPRESENTS CARRIER ☐ ☐ NON-RENEWAL ☐ UNDERWRITING ☐ CONDITION CORRECTED (Describe):	N
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?	N
OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?	N
OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?	N
OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? **NAME OF TRUST:**	N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)	N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?	N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)	N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)	N

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	$	$	$	$
	EFFECTIVE DATE				
	EXPIRATION DATE				

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	$	$	$	$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	$	$	$	$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

X **Check if none (Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST YEARS

TOTAL LOSSES: $

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.
(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) **(Applicant's Initials):** DC

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
Michael O'Malley	Michael O'Malley	737052

APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER
Dorie Courtney Dorie Courtney (Mar 29, 2024 10:48 CDT)	03/29/202	17705860

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Vigilant Gulf Coast	Dorie's Inc. 2613 Venice Court Mobile, AL 36605 Mobile
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 03/29/2024
Wilmington Insurance Company / 30155	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 125 FORM TITLE: COMMERCIAL INSURANCE APPLICATION INFORMATION SECTION

Business Info and Requested Coverage

Dorie's Inc. operates out of two locations with similar, but different exposures. The primary location at 23 Upham Street is a storefront for the sales of pre-made casseroles, pastas, soups, baked goods, and desserts. There is no seating or dining in available to customers. All pre-made items are packaged in containers and labeled with heating instructions. In addition to this operation, Dorie's Inc. also operates a catering service, typically for 50 or fewer guests. This primary location also provides prep space for catered meals. All catering events are self-serve, buffet style. The business is contracted merely for the supply of the food.

The second location is currently awaiting insurance coverage and a few final touches before opening. This location at 1000 Gaillard Drive will be grill at a local municipal golf course, and it will offer cooked-to-order casual American cuisine (cheeseburgers, sandwiches, etc., commonly available at golf courses). Alcohol will also be sold at this location, so liquor liability is requested in addition to general liability coverage.

The business leases its space and has very little business personal property, which it does not wish to insure. Additionally, Dorie, her husband, and one of her children will be the only "employees", and they have declined to accept any additional coverages, such as business income coverage. They understand the risk associated with declining these coverages and wish only to obtain general liability coverage for all of their operations and liquor liability (with a $100,000 limit) coverage for their new location.

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AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY): 03/29/2024

AGENCY	CARRIER	NAIC CODE
Vigilant Gulf Coast	Wilmington Insurance Company	30155

POLICY NUMBER	EFFECTIVE DATE	APPLICANT / FIRST NAMED INSURED
	03/29/2024	Dorie's Inc.

IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy. Read all provisions of the policy carefully.

COVERAGES

- [X] COMMERCIAL GENERAL LIABILITY
  - [X] CLAIMS MADE [ ] OCCURRENCE
- [ ] OWNER'S & CONTRACTOR'S PROTECTIVE

DEDUCTIBLES

- [ ] PROPERTY DAMAGE $
- [ ] BODILY INJURY $ [ ] PER CLAIM [ ] PER OCCURRENCE
- [ ] $

LIMITS

		PREMIUMS
GENERAL AGGREGATE	$ 2,000,000	
LIMIT APPLIES PER: [X] POLICY [ ] LOCATION [ ] PROJECT [ ] OTHER:		PREMISES/OPERATIONS
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	$ 2,000,000	PRODUCTS
PERSONAL & ADVERTISING INJURY	$ 1,000,000	
EACH OCCURRENCE	$ 1,000,000	OTHER
DAMAGE TO RENTED PREMISES (each occurrence)	$ 100,000	
MEDICAL EXPENSE (Any one person)	$ 5,000	TOTAL
EMPLOYEE BENEFITS	$	
	$	

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:
1. UM / UIM COVERAGE [ ] IS [ ] IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE [ ] IS [ ] IS NOT AVAILABLE.

SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1	1	Caterer	42951	R	40000					
1	2	Stores - Food or Drink -Other than Not-For-Profit	18435	R	40000					
2	1	restuarant-concessionaire-for profit	16819	R	70000					

RATING AND PREMIUM BASIS
(P) PAYROLL - PER $1,000/PAY (C) TOTAL COST - PER $1,000/COST (U) UNIT - PER UNIT
(S) GROSS SALES - PER $1,000/SALES (A) AREA - PER 1,000/SQ FT (M) ADMISSIONS - PER 1,000/ADM (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES	Y / N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	N
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	N

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: $	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

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CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?	N
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?	N
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?	N
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?	N
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?	N
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?	N

DESCRIBE THE TYPE OF WORK SUBCONTRACTED	$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.	Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?	N
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)	N
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?	N
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?	N
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?	N
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?	N
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?	N
8. PRODUCTS UNDER LABEL OF OTHERS?	N
9. VENDORS COVERAGE REQUIRED?	N
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?	N

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

[X] ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER
[X] ADDITIONAL INSURED	City of Mobile P.O. Box 1827 Mobile, AL 36633-1827			LOCATION: 2 BUILDING: 1
[ ] EMPLOYEE AS LESSOR				ITEM CLASS: ITEM:
[ ] LIENHOLDER				ITEM DESCRIPTION Club House Cafe
[ ] LOSS PAYEE				
[ ] MORTGAGEE				
[ ]	REFERENCE / LOAN #:			

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	N
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	N
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?	N
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?	N
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?	N
7. ANY PARKING FACILITIES OWNED/RENTED?	N
8. IS A FEE CHARGED FOR PARKING?	N
9. RECREATION FACILITIES PROVIDED?	N
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):	N
11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)	N
12. ARE SOCIAL EVENTS SPONSORED?	N
13. ARE ATHLETIC TEAMS SPONSORED?	N
14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?	N
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?	N

EQUIPMENT	TYPE OF EQUIPMENT				INSTRUCTION GIVEN (Y/N)
	[ ]	SMALL TOOLS	[ ]	LARGE EQUIPMENT	
	[ ]	SMALL TOOLS	[ ]	LARGE EQUIPMENT	

# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS

[ ] APPROVED FENCE [ ] LIMITED ACCESS [ ] DIVING BOARD [ ] SLIDE [ ] ABOVE GROUND [ ] IN GROUND [ ] LIFE GUARD

TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP	TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP
		[ ] 12 & UNDER [ ] 13 - 18 [ ] OVER 18			[ ] 12 & UNDER [ ] 13 - 18 [ ] OVER 18
EXTENT OF SPONSORSHIP:			EXTENT OF SPONSORSHIP:		

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?	N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?	N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?	N
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?	N
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?	N
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?	N

LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

SIGNATURE

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
Michael O'Malley	Michael O'Malley	737052
APPLICANT'S SIGNATURE Dorie Courtney Dorie Courtney (Mar 29, 2024 10:48 CDT)	**DATE** 03/29/2024	**NATIONAL PRODUCER NUMBER** 17705860

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Vigilant Gulf Coast	Dorie's Inc. 2613 Venice Court Mobile, AL 36605 Mobile
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 03/29/2024
Wilmington Insurance Company / 30155	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 126 FORM TITLE: COMMERCIAL GENERAL LIABILITY SECTION

Revenues By Location

Location 1 is a food preparation site for catering operations and a store front (without seating or dining in) for prepared meals and baked goods (casseroles, pastas, baked goods, desserts). $40,000 annual revenue for catering. $40,000 annual revenue for sales in store front.

Location 2 is a small grill located in the clubhouse of a municipal golf course. Only open 4 days/week, the grill serves a limited menu of cooked-to-order meals (burgers, hot dogs, sandwiches, etc.) and serves alcohol. $50,000 expected annual revenue from food sales. $20,000 annual revenue expected from alcohol sales.

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LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Azalea City Golf Course
1000 Joe Gaillard Drive, Mobile AL 36608
Parcel ID 00512779
4 South Range 2 West Section 15 (4S2W15)

The above described property is ( ) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to ~~Dorie's Inc.~~ _____ who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 28 day of March, 2024.

Notary Public
City Clerk

Property Owner
William S. Stimpson, Mayor

Date

Jan. 30, 2028
My Commission Expires

Dorie Courtney
Licensee
Dorie's Inc.

3/28/24
Date

TAYLOR MICHELLE BARBOUR NOTARY PUBLIC Comm. Expires Jan. 30, 2028 ALABAMA STATE AT LARGE

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

Date

Owner of Property (Signature)

William S Stimpson, Mayor
Print Name of Property Owner

205 Government St
Address

Mobile, AL 36644
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

3/28/24
Date

Dorie Courtney
Applicant's Signature

Dorie Courtney
Print Name of Applicant

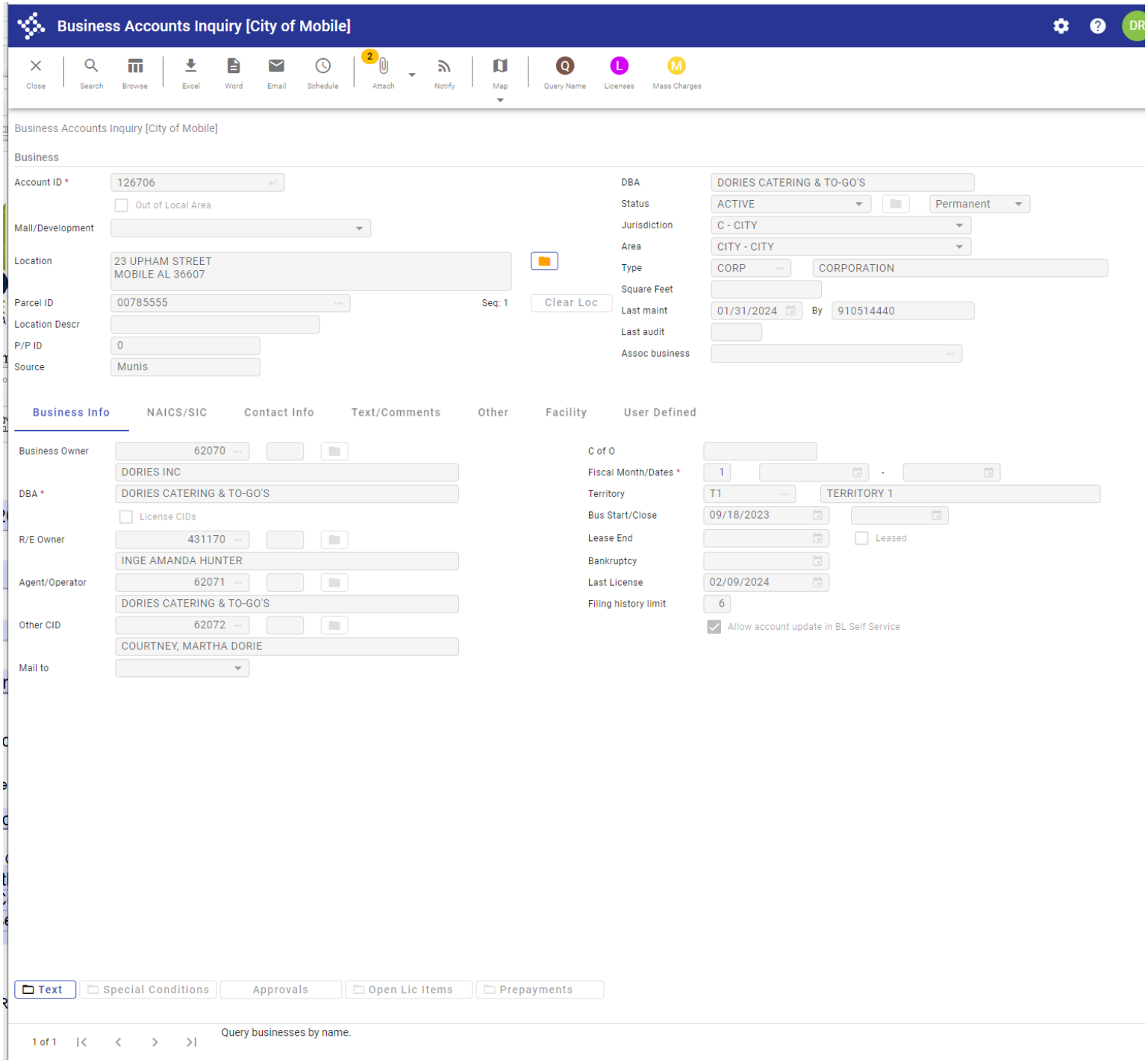
2613 Venice CT
Address

Mobile AL 36605
City State Zip

Business Entity Records

Dorie's Inc.	
Entity ID Number	000-838-498
Entity Type	Domestic Corporation
Principal Address	2613 Venice Ct MOBILE, AL 36605
Principal Mailing Address	2613 Venice Ct MOBILE, AL 36605
Status	Exists
Place of Formation	Alabama
Formation Date	03/03/2021
Registered Agent Name	Courtney, Martha Courtney
Registered Office Street Address	7700 Cameron Court MOBILE, AL 36695
Registered Office Mailing Address	7700 Cameron Court MOBILE, AL 36695
Nature of Business	Any Legal Business
Capital Authorized	1000
Capital Paid In	1.00
Incorporators	
Incorporator Name	COURTNEY, MARTHA
Incorporator Street Address	7700 CAMERON COURT MOBILE, AL 36695-3383
Incorporator Mailing Address	7700 CAMERON COURT MOBILE, AL 36695-3383
Annual Reports	
Report Year	2023 2024
Transactions	
Transaction Date	02/03/2023
Legal Name Changed From	Dorie's Landscaping, Inc
Transaction Date	02/03/2023
Principal Mailing Address Changed From	7700 Cameron Court MOBILE, AL 36695
Transaction Date	02/03/2023
Principal Office Changed From	7700 Cameron Court MOBILE, AL 36695
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/03/2021 Certificate of Formation 3 pgs.
Document Date / Type / Pages	02/03/2023 Articles of Amendment 4 pgs.

Browse Results New Search


Business Accounts Inquiry [City of Mobile]
Close
Search
Browse
Excel
Word
Email
Schedule
Attach
Notify
Map
Query Name
Licenses
Mass Charges
Business Accounts Inquiry [City of Mobile]
Business
Account ID *
126706
Out of Local Area
Mail/Development
Location
23 UPHAM STREET
MOBILE AL 36607
Parcel ID
00785555
Seq: 1
Clear Loc
Location Descr
P/P ID
0
Source
Munis
DBA
DORIES CATERING & TO-GO'S
Status
ACTIVE
Permanent
Jurisdiction
C - CITY
Area
CITY - CITY
Type
CORP
CORPORATION
Square Feet
Last maint
01/31/2024
By
910514440
Last audit
Assoc business
Business Info
NAICS/SIC
Contact Info
Text/Comments
Other
Facility
User Defined
Business Owner
62070
DORIES INC
DBA *
DORIES CATERING & TO-GO'S
License CIDs
R/E Owner
431170
INGE AMANDA HUNTER
Agent/Operator
62071
DORIES CATERING & TO-GO'S
Other CID
62072
COURTNEY, MARTHA DORIE
Mail to
C of O
Fiscal Month/Dates *
1
Territory
T1
TERRITORY 1
Bus Start/Close
09/18/2023
Lease End
Leased
Bankruptcy
Last License
02/09/2024
Filing history limit
6
Allow account update in BL Self Service
Text
Special Conditions
Approvals
Open Lic Items
Prepayments
1 of 1
Query businesses by name.

City of Mobile, Alabama
Request for Proposals (RFP) 5859
Azalea City Golf Course Concession

I. INTENT

The City of Mobile Parks and Recreation Department is seeking proposals from food and beverage concessionaires for the operation of a restaurant at the City of Mobile's Azalea City Golf Course. The Azalea City Golf Course is an 18-hole golf course and driving range owned and operated by the City of Mobile ("City"). This RFP seeks a Vendor to provide concession services for the Azalea City Grill ("Grill") located in the Clubhouse at the Golf Course. The Grill is a fully licensed restaurant that serves as gathering place for local golfers with a menu that includes snacks, sandwiches, hamburgers and a range of beverages, to include beer, wine, and mixed drinks. The Grill also provides tournament catering for groups of any size and on-course beverage carts. The Grill is open to the public 7 days a week, closed only on Thanksgiving Day and Christmas Day. The goal of the City is that the selected Vendor will operate the Grill in a manner that efficiently provides high quality food and beverage service that complements the overall experience of patrons to the Azalea City Golf Course. The length of contract will be three years to commence on or about February, 2024. Specific operating terms and conditions are negotiable to provide the best patron experience consistent with concessionaire profitability and success.

Statements of interest / proposals are due by 5:00 pm, Wednesday, January 17, 2024. Submit proposals to the address listed below. Questions about this opportunity, and requests to tour the space may be sent not later than January 8, 2024, to Kim.Carmody@CityofMobile.org. This RFP and any addenda to it are posted at www.CityofMobile.org/Bids .

Send proposals to:
Director, Parks and Recreation
City of Mobile
48 North Sage Avenue
Mobile, Alabama 36607

II. BACKGROUND INFORMATION

A. Azalea City Golf Course – Golf Operations

The Azalea City Golf Course and Clubhouse is nestled in Mobile's Langan Park at 1000 Gaillard Drive, Mobile, Alabama. The golf course was established in 1957 and consists of a full service 18-hole golf course along with a clubhouse facility of 9100 square feet. Approximately 3600 square feet are designated for the restaurant.

The course allows golfers to walk or ride, and adequate parking exists for daily use and/or large functions involving the restaurant. The golf course is a fee-based facility with various levels of

membership and tournaments throughout the year. The annual number of rounds played for the last five years are:

FY23 - 44,823
FY22 - 43,612
FY21 - 41,536
FY20 - 35,369 - closed 45 days for Covid
FY19 - 41,659

B. Course Operations

The golf course operations are directed by a Golf Course Superintendent and a Golf Professional under the general direction of the Parks and Recreation Director for the City of Mobile.

C. Concession Facility

The Concession Facility consists of the dining area, cooking area, serving area, meeting room, and patio. Square footage of each area-

- Kitchen/cooking area: 460 square feet
- Dining area: 2000 square feet with seating capacity of 134 people
- Meeting room: 756 square feet with seating capacity of 44 people

D. Restaurant Objectives

The City of Mobile has the following objectives of a concessionaire at the Azalea City Golf Course:

1. Meet the food and beverage needs of the golfing public.
2. Provide a high level of quick, friendly, and accurate food and beverage service.
3. Provide a consistent on-course beverage cart service.
4. The primary services would be breakfast and lunch with a sufficient mix of food offerings to cover the meal spectrum and provide snack foods.
5. Enhance the image of the Azalea City Golf Course among the golfing public as a course that features a great clubhouse and excellent customer service.
6. Provide restaurant, bar, and banquet operations with a distinctive menu and experience catering to visitors and drawing people to the area for a memorable experience.
7. Maximize attendance through marketing of featured menu items, service, ambiance, and special events.
8. Implement quality marketing and advertising. Work in unison with the City of Mobile staff during normal course of business to ensure an optimum experience for those frequenting the restaurant, bar, and banquet facilities.
9. Employ, train, and manage all staff needed to properly operate and maintain the facility.

10. Communicate any repair and maintenance needs for the facility and equipment to the Operations Manager.

E. Days and Hours of Service

The vendor will remain open with food and beverage service during the same times as the Pro Shop, subject to inclement and/or cold weather conditions. The golf course is closed Thanksgiving Day and Christmas Day. Hot food is to be available 7am to 2pm, seven days a week.

F. Fees

Vendor's concession menu prices and other service charges to patrons will be subject to the approval of the City, consistent with the overall best interests of the successful operation of the Azalea City Golf Course. The City's approval will not be unreasonably withheld.

G. Restaurant Menu

1. The vendor must include a sample menu noting anticipated fare to be offered in the concession area. Anticipated prices must be included for each meal and/or item.
2. The vendor agrees to provide for the public at the concession site, food, beverages, and services of high standard, equivalent in quality and price to that generally furnished to the public at similar places, comparable in size and scope, within the city and surrounding areas. Prices of all items sold shall be posted in a conspicuous place at the concession area.

H. Sale of Alcoholic Beverages

1. The City desires that the Grill serve beer, wine, and other alcoholic beverages compatible with the operation of a high quality public golf course. Specific beverages to be served will be at the approval of the City.
2. The Vendor must adhere to all laws applicable to the sale of alcohol.
3. The Vendor will be responsible for acquisition of all necessary permits and licenses required for the concession area and the beverage cart.
4. Vendor has the exclusive authority to bring alcoholic beverages onto the facility and has the responsibility to enforce patron compliance with this policy.

I. Beverage /Snack Cart

1. The City will provide access to a beverage/snack cart for the use of selling snacks, alcoholic and non-alcoholic beverages on the course.
2. The Vendor will be required to provide a beverage/snack cart operation for the purpose of providing snacks and refreshments to golfers playing on the course.

J. Inventory and Food Service Items

1. Vendor will provide all food items for sale and food preparation.
2. Vendor will provide all food preparation, cooking, and serving equipment to include plates, flatware, and napkins. Disposable products are suitable for patron's use, as the Grill does not have a dishwasher.

K. Tournaments and Private Functions

1. The Vendor must work directly with tournament groups in the provision of food and beverage service at standard, reasonable rates.
2. In the case where tournament groups wish to provide, their own food and beverage the Vendor can assess a corkage fee not to exceed $5.00 per golfer for food and non-alcoholic beverages.
3. All alcoholic beverages must be purchased through the Vendor.
4. The Vendor must provide a signed, written agreement with the tournament/group representative to the Golf Professional.
5. The Vendor must obtain written approval from the Operations Manager prior to hosting a private function. No private function shall impede the availability of the golfers to obtain food and beverages.

L. Staffing

1. The Vendor shall hire a qualified and experienced restaurant manager. The person will be physically on the premises or available to personally resolve problems during operating hours.
2. The Vendor staff are required to wear a uniform with the company name and/or logo and maintain a neat and clean presence as well as provide courteous and competent treatment to all patrons.
3. The Vendor shall be responsible for continuous staffing for prompt efficient customer service.
4. The Vendor shall adhere to all Federal, State, and local regulations for food service.
5. Labor relations, including hiring and firing, shall be the exclusive duty and right of the concessionaire.

M. Facility and Repairs

1. The City will provide a basic, defined set of facilities and equipment (see **Exhibit 1**) suitable for food concession operations for use by Vendor for operation of the Grill.
2. The City will make facility and equipment repairs beyond day-to-day care and routine preventative maintenance. The City will exercise reasonable discretion to complete any such repairs in a reasonably timely manner.
3. The City is not liable for any lost profits, lost revenues or any other incidental or consequential damages the successful proposer might allege to suffer as a result of any lack of use of all or any portions of the Golf Course by reason of a delay by the City in

effecting any such repairs or by result of any failure of the quality or reliability of any such repairs the City might elect to implement.

4. Vendor shall be responsible for the day-to-day care, maintenance and cleanliness of the facility and all equipment and furniture, to include minor repairs where necessary.
5. Vendor will be responsible for quarterly carpet cleaning.
6. Vendor will provide all necessary equipment and supplies for day-to-day cleaning.

N. Equipment and Property

1. The kitchen equipment is the property of the City and can be utilized.
2. The dining furniture in the facility is the property of the City and can be utilized.
3. The Vendor may supply additional equipment at their expense with approval from the City.
4. The City will provide the annual inspection of the facility's fire extinguishing equipment, including those within the concession area. The City shall be notified immediately in the event of an activation of any of the firefighting devices (extinguishers or installed suppression system).

O. Utilities

1. The City shall be responsible for electricity, water, sewer, gas, telephone, pest control, garbage, trash, security alarms, basic janitorial, kitchen exhaust hood cleaning, television, and internet service at the Grill.
2. The Vendor shall be responsible for all other utilities. This shall include cleaning of the grease trap and all kitchen equipment.

P. Sanitation

1. The City will provide the annual inspection and cleaning of the concessions kitchen hood.
2. The Vendor shall keep all fixtures, equipment, and personal property, whether owned by the Vendor, the City, or third parties, in clean, sanitary, and orderly condition at all times.
3. The Vendor is responsible for maintaining the floors in the kitchen, storage areas, dining room, meeting room and patio. The Vendor is also responsible for cleaning all the windows and doors in the meeting room, dining room and area adjacent to these areas.
4. The Vendor shall ensure that the all areas within the Concession Facility are kept free of debris and in clean and sanitary condition at all times.
5. The Vendor is responsible for placing all accumulated garbage each day immediately following lunch and before closing, in the dumpster, provided by the City.
6. The Vendor must provide and is responsible for regular grease collection and removal.
7. Vendor will provide all necessary equipment and supplies for day-to-day cleaning.

Q. Signage: For the purposes of this section, the term 'sign' shall be understood to include sound from audio equipment, and flashing, flickering, or moving lights or lighting devices.

1. The Vendor may provide interior signs not directed outward of it space at its discretion upon approval of the City.
2. The Vendor at its own expense will be allowed to attach one sign to the exterior of the building, in the style and material consistent with the building construction and must be approved through the City.
3. All signage must be acceptable under all Federal, State, County and City ordinances. The Vendor will be responsible for obtaining all permits to install the sign.
4. No advertising signs will be permitted on site without written consent from the City.
5. The City shall have the right to remove any signage that may be erected without consent.

R. Inspection by the City

1. The City's staff and agent may make periodic inspections of the concession premises and equipment to determine if they are being maintained in a neat and orderly fashion.
2. Such periodic inspections may also be made to determine whether the leaseholder is operating in compliance with the terms and conditions of the contract.
3. The Vendor shall be required to make any improvement in cleaning or maintenance methods requested by the City.

S. Taxes

Vendor shall be responsible for any and all sales tax and other transaction taxes, which shall not be deducted from gross receipts for the purpose of calculating concession fees.

T. Records and Audits

Vendor shall keep full, complete and proper books, records and accounts of the gross receipts both for cash and on credit of each separate department, division and subsidiary activity at any time operated in the premises and reported monthly. Said books, records and accounts, including any sales tax reports that management may be required to furnish (including any department, division or agency), shall at all reasonable times be open to the inspection of the City or other authorized representative or agent.

U. Termination

Vendor shall peaceably and immediately give up and surrender to the City of Mobile the premises and every part thereof at the termination of the agreement. Equipment purchases by Vendor will remain property of Vendor, not the City. Condition of facility and equipment shall be clean and in good working order at time of termination of agreement.

V. Assignment

Vendor shall not assign any portion of the operation without written permission from the City.

W. Rental Fees

1. The Vendor shall pay the City Eight Hundred ($800.00) Dollars per month for the term of this Agreement. Rent will be waived for any month for which the City closes the Azalea

City Golf Course more than 10 calendar days. In addition to said fees, the Vendor shall pay the City an amount equal to four (4%) percent of the Gross Revenues exceeding Twenty Thousand ($20,000.00) Dollars derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected in each and every calendar month of the contract term).

2. During the Term, the Vendor has the duty to pay the fees described herein above, not later than the twentieth (20th) day of each month. Unless such monthly payments are postmarked or received by the City on or before the twentieth (20th) day of each month during the Term, a late fee of Ten ($10.00) Dollars per day shall be added to the amount due to the City. For purposes of these payments, Vendor shall submit payments due the City directly to the Azalea City Golf Course bookkeeper.
3. The Vendor shall have the duty to furnish the City monthly revenue statements, in such form as approved by the City, showing receipts for the preceding month and shall submit them together with its payment by the twentieth (20th) day of each month as required in Item b) above.
4. The Vendor shall have the duty to keep true and accurate records of all its operations under this Agreement, including all receipts and disbursements of all money by it. Records, reporting forms, transaction documentation, and accounting methods shall be in such form and kept in such manner as approved by the Director of Finance of the City of Mobile, and all books, accounts, records, and operations of Vendor shall be open at all reasonable times for inspection and copying by the Finance Director or his/her designated representative.
5. The Vendor shall have the duty to furnish the City of Mobile's Finance Department promptly after close of each year a financial statement of its operations.
6. The Vendor shall have the duty to use its best effort to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Prompt and timely reporting as required by II(c) and II(d) above is of the essence of this Agreement.
7. The director of the Azalea City Golf Course shall serve as the Vendor's point of contact with the City for operational oversight and direction. City and Vendor shall provide each other efficient contact and notice information to include emergency points of contact.

X. Business License

The successful proposer shall have or obtain City of Mobile Business License prior to the final award of contract.

III. Submitting a Proposal/Evaluation

A. Format.

Provide a package to the City that demonstrates your interest, experience, and plan to provide the services needed. Organize your proposal with as much of the following information as possible.

1. A cover letter with information about your business and key persons. Include:
   a. Name of your business
   b. Location (offices, branches, facilities where you operate)
   c. Type of business entity (Corp, LLC, Sole Proprietor)
   d. Key persons associated with your business
   e. Brief history of your business

2. Describe your experience in food service operations. Be sure to include:
   a. Whether you've had a liquor license
   b. Type of establishments you've operated that would be relevant to the City's expectations.
   c. Number of staff/employees you've used
   d. References relating to your prior experience, to include context, name, email, and phone number.

3. Provide a financial description of your current business operation and relevant financials to indicate your ability to provide the services required by this opportunity.

4. Provide your plan to operate this concession for the City. Include:
   a. Your philosophy of customer service as it relates to a restaurant.
   b. Your plan to make the food concession complement and enhance the golf experience and attract other patrons for a quality dining and social space.
   c. The types of foods and beverages would you provide to the golfing public. Be as specific as to food and beverage items and price ranges as possible.
   d. Your intended staffing levels.
   e. How you will meet the City's expected cleaning and maintenance requirements.
   f. Your expectations for numbers of patrons you will serve, your revenue, and your profitability.

5. Your startup plan, to include how many days from City notification to beginning operations, to full operating capability.

6. Provide a brief promotional plan on how you would market the concession facility.

7. Provide any recommendations to amend the City's expectations to provide a more successful concession operation and experience.

B. Evaluation Criteria. The City will select the vendor that in its sole discretion will be the most likely to provide the best food and beverage experience for the Azalea City Golf Course. The City may elect to interview any, all, or no vendors submitting proposals, and select any or none of the proposals. The selected vendor will be required to enter into a negotiated agreement with the City, and possess and maintain all necessary insurance and licenses. The City will score proposals according to the following criteria:

1. Experience with operating a restaurant of comparable size to the Azalea City Golf Course Concession Facility. (25 points)

2. Experience with operating a restaurant at a Golf Course. (10 points)

3. Understanding of the food and beverage interests of golfers. (10 points)

4. Experience in hosting various sizes of (Rental/Catering) functions requiring food/and or beverage service. (10 points)

5. Financial stability and prior financial success. (10 points)

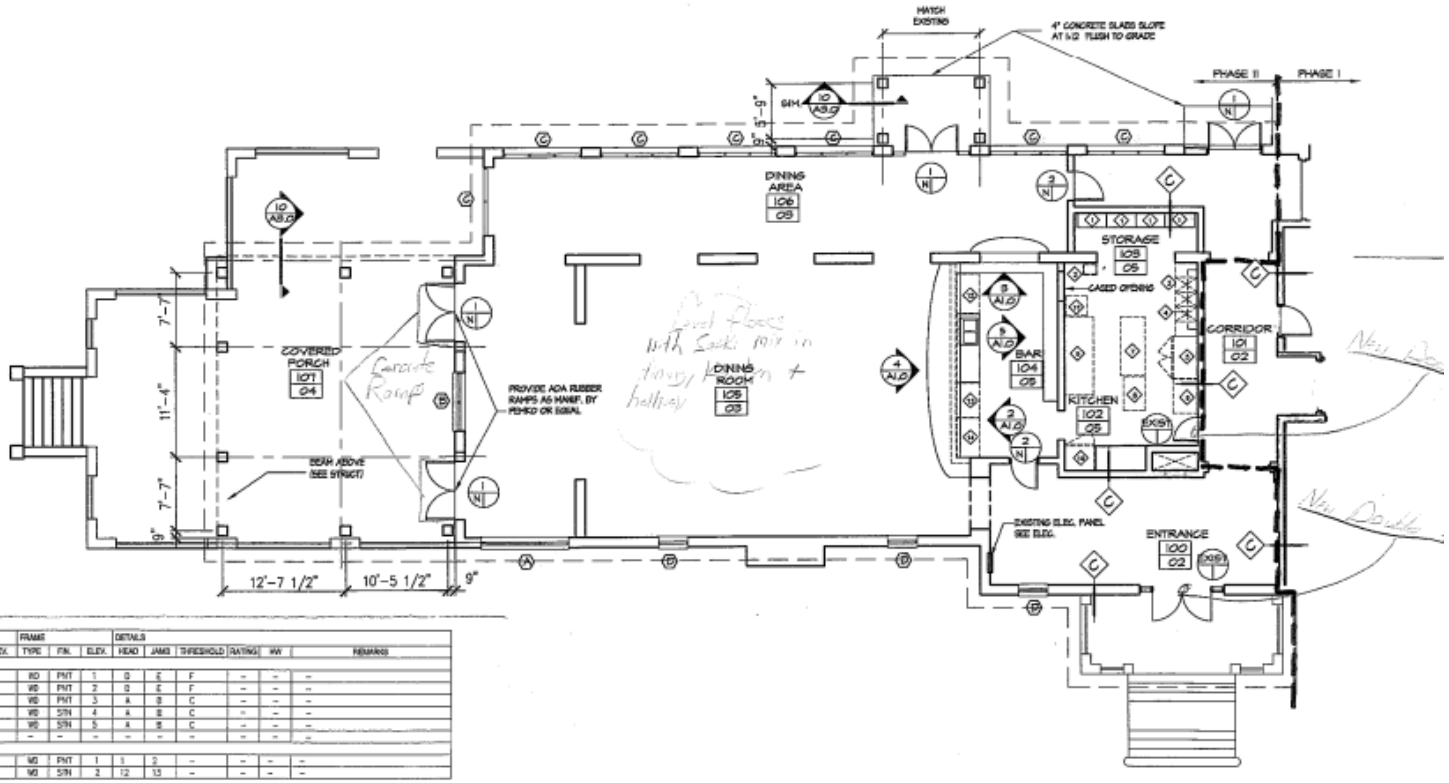
6. Plan to provide the services required (menu, pricing, realistic and successful business model). (30 points)

7. Plan to stand up operations (10 points).

Exhibits: 1 City Provided Appliances and Kitchen Item List
2 Floor Plans
3 Photo Gallery

EXHIBIT 2

KITCHEN, DINING AREA, AND PATIO FLOOR PLANS



DOOR LOCATION			DOOR TYPE					FRAME			DETAILS						
NO.	FROM	TO	SIZE	THK.	TYPE	FIN.	ELEV.	TYPE	FIN.	ELEV.	HEAD	JAMB	THRESHOLD	RATING	HW	REMARKS
PHASE I																
1	–	–	3'-0"x7'-0"	1 3/4"	WD	PNT	1	RD	PNT	1	D	E	F	–	–	–
2	–	–	DBL. 3'-0"x7'-0"	1-3/4"	WD	PNT	2	WD	PNT	2	D	E	F	–	–	–
3	–	–	DBL. 3'-0"x7'-0"	1-3/4"	WD	STN	3	WD	PNT	3	A	B	C	–	–	–
4	–	–	3'-0"x7'-0"	1 3/4"	WD	STN	4	WD	STN	4	A	B	C	–	–	–
5	–	–	DBL. 3'-0"x7'-0"	1-3/4"	WD	STN	5	WD	STN	5	A	B	C	–	–	–
6	–	–	NOT USED	–	–	–	–	–	–	–	–	–	–	–	–	–
PHASE II																
1	–	–	DBL. 3'-0"x7'-0"	1 3/4"	WD	PNT	1	WD	PNT	1	1	2	–	–	–	–
2	–	–	3'-0"x7'-0"	1 3/4"	WD	STN	3	WD	STN	2	12	13	–	–	–	–

EXHIBIT 3 PHOTO GALLERY

View from the Clubhouse



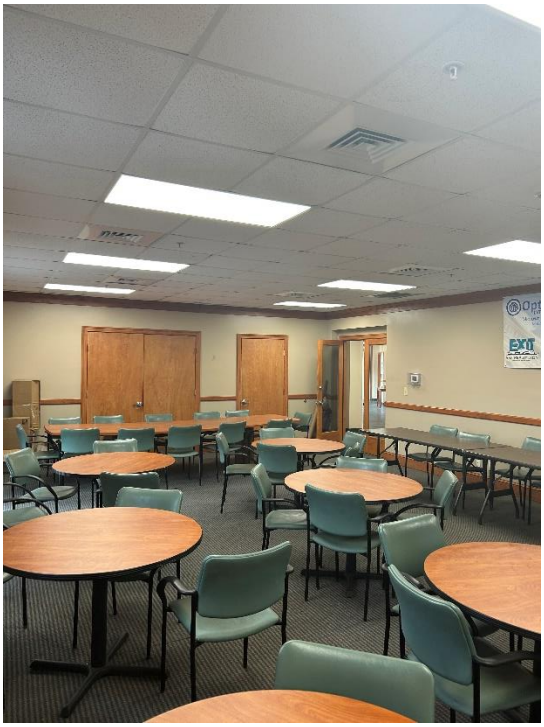


Dining Area, Patio, and Meeting Room









Kitchen and Serving Area







EXHIBIT 1

COOKING APPLIANCE AND TELEVISION INVENTORY

TO BE PROVIDED BY CITY

Asset #	Date Purchased	Description
None	6/27/2014	Microwave
None	1/15/2014	6 burner gas stove, double oven, griddle combo, Sunfire
None	7/1/2014	2 basket deep fryer, Pitco
None	7/1/2014	2 basket deep fryer, Pitco
81407	2/3/2023	Ice machine, Ice-O-Matic 1446FW
72052	8/31/2007	Ice Storage Bin (sits below ice machine) Ice-O-Matic
47680	10/1/1996	Stainless steel table 29” x 70”
	10/6/2021	Stainless steel table 30” x 60”
	10/6/2021	Stainless steel table 36” x 24”
	5/20/2019	Upright freezer, 15.7 cu ft, Maytag
36778	02/2000	Double door freezer, Continental
48757	1/30/2009	Single door freezer, True Manufacturing
	Unknown	Single door refrigerator, Frigidaire
	11/5/2019	Single door refrigerator, True Manufacturing Company
	9/1/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	10/7/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	5/2/2022	Draft Beer Cooler; Atosa USA Mod MKC23GR
47854	4/13/2007	32” flat screen TV, HP
47856	4/13/2007	37” flat screen TV, HP
47745	12/16/2009	42: flat screen TV, LG

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/21/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/21/2024 - 2:57 PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Sonia Jordan**, to operate a **shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **April 9, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Sonia Jordan, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

CITY CLERK RECEIVED

2024 MAR 21 PM 12:28

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sonia Jordan individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Sonia Jordan

Business Address:

Telephone ___ Trade Name Kids Zuber Ride

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _ SSN: __

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #:

Residing in Mobile County: Years: 53 Months: 9 mos.

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
* Sonia Aden			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☑ SUV

Location of terminal/depot or stand & stables: VARIOUS - Mobile

What will be your days and hours of operation? Monday - Friday 6:30am-5:00 pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Chevrolet	Year:	2021	Model:	Trax
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Sonia Jackson
Applicant's Signature

NAME OF ENTITY:
Zuber Rides For Kids

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21st **DAY OF** March **, 20** 24

Commission Expiration Date
February 18, 2025

Ada Dallas
Notary Public

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Sonia Marie Jordan

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: _____ rk Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Sands Stimpson

Present Position/Title: Nanny

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None	None	None	None

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/A

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Sonia Marie Jordan
Signature

3/21/24
Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Sonia Marie Jordan

Nickname(s) or Maiden Name: _____

Current Address: [illegible]

Previous Address: _____

Personal Description:

Height: 5"3

Weight: 184

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Sonia Marie Jordan

Signature

3/21/24

Date signed

Personal Data Report

General Descriptors

Name:	JORDAN, SONIA MARIE		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	
Sex:	F	**Age:**	53
Weight:	157	**Eyes:**	BROWN
Height:	5'03"	**Facial:**	
Hair:	BLACK	**Ethnic:**	
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY:
DATE: 3/5/2024

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/14/2024
REVISED notice	Cover Memo	3/14/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/14/2024 - 1:55 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for a Conditional Use Permit
for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **23rd** day of **April, 2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 16th day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 27th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

Deborah May
5032 Government Boulevard
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 13, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of Deborah May for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District for the property located at 5032 Government Boulevard.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;

3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

Lisa Lambert, City Clerk

Deborah May
5032 Government Boulevard
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Deborah May
5032 Government Boulevard
Mobile, Alabama 36693

Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child daycare for 10 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:

   (a) The applicable development standards; and
   (b) The applicable use regulations.

2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit request to City Council, subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground

layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and

4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

The advertising fee for this application based on the current legal description is $315.78. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☒ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Deborah May	
Firm:	Debbie's Home Daycare	
Phone:	(251) 656-4527	
Email:	dmay1891@gmail.com	
Address:	5032 Government Boulevard Mobile AL. 36693	

	Owner	Design Professional
Name:	Deborah and Peter May	
Firm:		GANT - Joseph Rodrigues
Phone:	(251) 656-4527	
Email:	dmay1891@gmail.com	
Address:	5032 Government Blvd. Mobile AL.	36693

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

5032 Government Blvd. Mobile AL. 36693 — 14,900 Square feet
Property Address — Property Area (acres or square feet)

East side of Government Blvd. 566 ± North of Lansdowne Drive.
Parcel Number(s) or Key Number(s)

B-1 — B-1
Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☑ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Deborah A. May — January 9, 2024
Owner Signature — Date

Deborah A. May — January 9, 2024
Applicant or Agent Signature (if applicable) — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Deborah A. May — January 9, 2024
Applicant or Agent Signature — Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed-and-Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☒ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

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The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Site Plan
☐ Documentation of compliance with Approval Criteria
☐ Neighborhood Meeting Documentation
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
Childcare for working parents is declining drastically due to the Covid pandemic with inflation costs and lack of staff. At one time, Mobile had 150 Family Childcare Homes. We now have about 50. Family childcare providers are able to add childcare spots for children, especially infant to 4 years which has lower adult/child ratio. Five children is Maximum for Homes now - Centers do not focus on our very young Future Land Use Map (FLUM) Designation children as it is not profitable, Homes can only due 5 or 10 in group home. Small ratio's equates to higher quality to the very young children.
2. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
Family Childcare Homes and Family Childcare Group Homes are required to be in Childcare provider home. Childcare in general is intended to be near the working families home or workplace.
4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

There should be no negative impact on adjacent property. Zoning remains same. Parking is in rear of property.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     5032 Government Blvd. Mobile AL. 36693
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     N/A
   - ☐ Lighting:
     City Street Light is at end of driveway. We have motion lights around house as well as security cameras.
   - ☐ Hours of operation:
     Day-time 7:00 am - 5:00pm. Night-time license is for current families if parent has to work out of town. It is for 2 children.
   - ☐ Other conditions that are unique to the use of the property: No night-time care for past 5 years. My property is on the service road to Government Boulevard. Traffic only enters and exits on that street. There is traffic light at entrance to Lansdowne which allows an even safer entrance and Exit to subdivision.
6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☒ Yes ☐ No
7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   Should have no impact.
8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   We have Mobile Water and Sewer System for our water service.
9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   There should be no noticable difference. Traffic is minimal due to arrival and departure times varying for families.
10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
Neighborhood meeting was held a the West Regional Library at 5:30pm. Meeting was recorded so that minute of meeting could be recorded.
2. What information was presented at the meeting?
Information concerning reason for Conditional Use Permit. Explained difference between Variance and Conditional use permit. Stated already had home daycare for 27 years. Explained how the need for childcare is desperately needed for infants and Toddlers.
3. What concerns were raised during the meeting?
Zoning
Traffic
Fear of other businesses coming into the neighborhood.
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Zoning - Assured them it remains an R-1 Zoning.
Traffic - Explained arrival, departure times and Multi-family childcare.
Fear of Businesses - explained no other business with going through zoning process. Explained ten children is most asked for. It will never be a childcare center.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☒ Yes ☐ No

2. Are there additional employees? ☒ Yes ☐ No
   If yes, how many and do they reside at the home?
   Peter May (Spouse) resides in home.
   Elizabeth May Butler - (daughter) NO, Doe not reside in hom

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
Privacy Fence plus 4ft. chain link around playground.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Deborah May Email dmay1891@gmail.com
Address 5032 Government Blvd. Mobile Phone: 251-656-4527

Name Lisa Young Email LISARYOUNG0@gmail.com
Address 4015 Bay Front Rd Mobile Phone: 251-447-1045

Name Kenneth W Wocthen Email KWOC6151@gmail.com
Address 6151 Boykin Rd Phone: 251 377-5877

Name Alice Young Email sallienae.5614@gmail.com
Address 516 Newport Dr. W mobile, AL Phone: 251-423-9641

Name Mary WYATT Email MARY WYATT 172 gmail com
Address 5 14 Newport Dr. E Phone: 2513669701

Name Denise Brown Email Debrown5@gmail.com
Address Bessie H. Bass Phone: (251)610-7999

Name Bobby J Bass Email
Address 3725 Dawnridge Phone: 3056905140

Name Michael T. TARTT Email TTARTT@BELLSOUTH.NET
Address 5217 DREXEL DR Phone: 251-402-1061

Name Vansean James (Great Love Childcare) Email greatlove@stellarchildcare.com
Address 8749 Woodberry Ct Mobile AL 36695 Phone: 251-767-4200

Name Rosston Butler Email butler_1371@Hotmail
Address 3911 Higgins Rd. Phone: (251)895-0371

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Shelby Ulmer Email shelbypmathis26@yahoo.com
Address 5213 Burma Rd. West Phone: (251)709-6520
Name Michelle Rayborn Email mrayborn@apc-team.org
Address 2595 Bell Road, Montgomery 36117 Phone: 334-271-0304 or (334) 538-1094
Name Jennifer R. Thburg Email jennifer.h.richburg@outlook.com
Address 3004 Blue Ridge Dr. E Phone: 251-327-0199
Name Morgan Richburg Email james.m.richburg@outlook.com
Address 3004 Blue Ridge Dr E Phone: 251-454-0277
Name BRIAN C. MORTON Email brianmorton@bellsouth.net
Address 2715 TIFTON CT Phone: 251.753-5533
Name SARAH MORTON Email sarahcom25@aol.com
Address 2715 TIFTON CT. Phone: 251-421-1649
Name MARY CLAIRE MORTON Email —
Address 2715 TIFTON CT Phone: —
Name Jaila Love Email jsymone213@gmail.com
Address 833 S University Blvd #83 Phone: 251-520-1922
Name EMILY STILL Email emstill34@gmail.com
Address 1150 Santa Maria Ct. Mobile, AL 36693 Phone: 251.623.3964
Name Facethia Hogue Email fjh0005@auburn.edu
Address 8012 Toner Ave. 36617 Phone: 251-367-6738

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name [illegible] Email _____
Address 256 Oak D. Mob. Phone: 251-652-3246
Name Courtney Hartley-Williamson Email courtneyhartley2@gmail.com
Address 5634 Merwood Ct Phone: 251-581-1284
Name Jason Williamson Email jwilliamson7894@gmail.com
Address 5634 Merwood Ct Phone: 251-895-3927
Name Ruth Pettaway Email pettaway8@bellsouth.net
Address 3713 Norton Dr Phone: 251-604-9804
Name Robert Pettaway Email _____
Address Same as above, Phone: _____
Name Elizabeth Butler Email lizzie81891e@yahoo.com
Address 3911 Higgins Rd. Mobile, AL 36619 Phone: (251) 214-6979
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Zachary Chimento Email zchimento@gmail.com
Address 833 S Universty Blvd Phone: (251) 422-4259

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
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Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

6 From Lansdowne



Add a Caption

Friday • Nov 17, 2023 • 12:07 PM Adjust

IMG_3752

Apple iPhone 12 Pro Max HEIF

Wide Camera — 26 mm ƒ1.6

7 MP · 2683 × 2843 · 3.5 MB

ISO32 25mm 0ev ƒ1.6 1/1164s







Playground has additional fencing
besides the privacy fence

Minutes of Neighborhood Meeting for Conditional Use Permit

5032 Government Boulevard, Mobile, AL. 36693

December 4, 2023
5:30pm
West Regional Library
5555 Grelot Road Mobile, Alabama 36609

27 in attendance
6 in attendance from Lansdowne Subdivision

Deborah May introduced herself and stated she has a family childcare home at 5032 Government Boulevard in Lansdowne subdivision. She stated it has been open for 27 years at this address, and that she was seeking a Conditional Use Permit to allow a Family Childcare Group Home.
She stated she has a Licensed, Nationally Accredited, Quality Star 5 Family Childcare Home. She stated she provides a safe, stable, educational learning environment for young children.
(Speech attached)

Jennifer Richburg spoke in support of the Conditional Use Permit. She moved here from Louisiana and her husband had to stay out of work from May to September, the year they began at Debbie's Home Daycare due to unavailable childcare. Her child is currently attending Debbie's Home Daycare. She is pregnant with her second child and has no childcare available at time for the new baby. She is on several waiting lists.

Emily Still spoke in support of the Conditional Use Permit as a past child in Debbie's Home Daycare. She is now 25 years old. She remembers the things she did while in attendance and loves that Mrs. Debbie shows photo memories of her childhood on the daycare Facebook page. Her grandfather lived behind Debbie's Home Daycare.

Mary Wyatt said that she has a family childcare home and has children in her care in which parents must go to several childcare places because there are not any available for all to attend a single daycare. She supports the Conditional Use Permit.

Brian Morton spoke in support of the Conditional Use Permit. He spoke of the relationship with family and how his daughter had learned so much while attending . He felt his child and others are ready to transition to school above average when they leave. He never saw many cars when he came to pick up his child. He stated he remembered that when Mrs. Debbie saw some parents turn around in her neighbor's driveway, that she immediately addressed it and added it to policy contract that it was not allowed.

Jason Williamson spoke in support of Conditional Use Permit. He lived next door while growing up. He never had any problems, nor did his mother, Amber Williamson with the Family Daycare. His mother spoke last year at the Variance meeting in support of Debbie's Home Daycare increasing to ten children. Before he had a spot for his child, he went door to door to the neighbors on our street for support. He

needed childcare for his infant son. They want more children but fear no childcare. His wife had to stay out of work until he could find childcare.

Brian Morton asked if 10 children would be the end of additional children...there would not be like 20 or more. He also stated he does not like the wording of Group Home. He says it doesn't fit what is being asked.

Deborah May stated 10 would be the most she was seeking. She primarily keeps children birth to age four.

Michelle Raybon from Alabama Partnership for Children stated her support for the Conditional Use Permit. She has known Deborah since 2003 when she applied for TEACH Scholarship to gain a Degree in Early Childhood Education. She stated there is a large shortage in childcare and staff for childcare facilities throughout the city and State of Alabama, especially a shortage for infant and toddler care.

Michelle Raybon then read a letter from Tish MacInnis. She works in the Strengthening Families Program with Alabama Partnership for Children. Tish has worked with Debbie's Home Daycare since 2017 with family involvement and resources. She spoke of Debbie's Home Daycare being a Quality 5 Family Daycare Home. (letter attached to application).

Vanessa Brown stated she could see that Ms. Debbie has wonderful daycare due to the support she has at the meeting. Vanessa Brown lives in Lansdowne. She asked what would happen next after the meeting. Deborah May explained that she would be turning in the application to the planning department and then it would be heard at City Council. Another sign would be put up temporarily in her yard until the City Council meeting when a decision would be made.
Vanessa Brown had some concerns.

- traffic
- Additional businesses in neighborhood if granted the Conditional Use Permit

Vanessa Brown feels a center would be better. She feels Mrs. Debbie would be great for more than 10 children due to her qualifications.

Deborah May (Mrs. Debbie) explained why a center is not a solution. Centers do not make profit on infant and toddler care due to low adult/ child ratio. Qualified staff are hard to find. Wages for staff are not conducive to the amount of work required for quality childcare. The cost of childcare would have to be increased to have quality care and decent wages. To cost of childcare would be too high for families.

Jaila Chimento spoke in support of Conditional Use support. She had to pull her child out of the center due to a traumatic experience. She is at Debbie's Home Daycare currently. Her family wants another child but is afraid of no childcare available.

Ross Butler spoke in support of Conditional use. He stated his wife, Elizabeth, is currently helping at Debbie's Home Daycare. Elizabeth is Mrs. Debbie's daughter. He fears his wife will be out of a job. Elizabeth's grandmother has been helping offset the financial costs so that her mom could continue to give quality care while caring for both of her grandmothers. When her grandmother passes, Mrs. Debbie

will have to let Elizabeth go if a Conditional Use Permit is not granted. He stated he is a firefighter and has other firefighters needing childcare.

Deborah May stated that due to having a home daycare she was able reopened shortly after Covid because essential workers needed to go to work. She had fire fighter and hospital workers at the time. Centers remained closed due to Covid restrictions. Family Childcare is a huge plus for essential workers.

Elizabeth Butler stated that multiple families already enrolled want to have additional children, including herself, but fear no childcare will be available.

Michael Tartt stated he had a concern about zoning. He resides in Lansdowne subdivision. He stated that Mr. Morton answered his question about it staying a Residential zoning.

Mr. Tartt stated he does not like "group home" wording. It scares the neighborhood.

Deborah restated that last year she had to ask for a variance, but the process has changed, and the Conditional Use Permit would remain a Residential zoning. She also stated she would prefer the wording "Large Family Childcare".

Facenthia Hogue came in support of the Conditional Use Permit. Mrs. Hogue stated she has a Group Home Daycare in Mobile and had gone through the process with the city. She was hoping something could be done to change the wording of "Group Home".
She stated the reason she applied for a group home childcare was children needing care. She restated that the application is only asking for more children, that the Family Daycare Home has already been in business 27 years. She stated she was sure traffic was not an issue because she saw no problems with it in her Group Home Childcare, She has no more than two parents at any one time. Mrs. Debbie could have arrival and departure times discussed with parents. Due to parents being on a contract Mrs. Debbie could see that congestion of traffic would **not** happen.

Shelby Ulmer stated that in her neighborhood, it has Dodge Elementary School. She stated she supports the Conditional Use permit. She stated she lives on Burma Road, and she doesn't have traffic issues in her neighborhood. She feels there is a need for additional childcare.

Bessie Bass said she was not notified. She only knew about the meeting due to the big sign in the yard. Deborah May stated she mailed letters to homes in a 300 feet buffer zone, that zoning required. The sign in her yard was notification to all others.

Mrs. Bass asked why Deborah did not participate in Lansdowne Homeowner's Association. Deborah May explained she was caring for her two elderly mothers the last three years and during this time her husband had three surgeries on his shoulders.

Elizabeth Butler asked how Lansdowne advertised things going on in the neighborhood.
Deborah May stated the forms that Lansdowne sends out about dues for the neighborhood did not have a phone or email address to contact.

Mr. Pettaway stated Lansdowne has a neighborhood watch. He stated people parking large trucks on the street, etc..... Mechanics working on cars etc.... He does not want businesses in the neighborhood. Mr. Pettaway asks who had a daycare in their neighborhood?

Elizabeth Butler stated there is a childcare center in her neighborhood as well as a gas station and a church. That's what makes it a neighborhood, A community.

Mr. Pettaway also remarked not seen Deborah May at the Lansdowne Homeowners meetings, Deborah May restated why she did not participate. Her elderly mother-in law is on hospice and her husband has had three surgeries. She will have more time after her mother-in- law passes to participate.

Deborah May stated the economy suffers when parents can't work. Parents of young children need available childcare. She stated birth to age five is the most important years in brain development. Family Childcare and Family Childcare Group Homes are intended to be in a residence home.

Deborah May asked if there were any other comments or questions.

Meeting adjourned.

Pg. 1

Speech for Neighborhood Meeting on December 4, 21

Good evening,

My name is Deborah May. I live at 5032 Government Boulevard, in Lansdowne subdivision here in Mobile. I have a Licensed, Nationally Accredited, Alabama Quality, 5 Star family childcare home. My hours for childcare are from 7am to 5pm. My childcare Home has been open in Lansdowne for 27 years, but I worked in childcare for a total of 37 years. I am an advocate for families to have affordable, quality childcare. I've requested this meeting so that you can better understand what I am asking, and why.

There's been a steady decline in childcare over the past several years. Childcare Centers and homes are finding it hard to stay open since the covid pandemic. Expenses have increased due to inflation, and staff is hard to find. Stability grants were given last year so that childcare centers and homes could remain open. I know at one time Mobile had 150 homes daycare and now there are only about 50.

So.....

There is long waiting lists for infants and toddlers at just about all the childcare centers and homes.

Parents need to work. They need the income to support their families. They can't..... if they can't find childcare. **I feel I can help some of these families with the support of our community.**

Last year I applied for a Variance to allow my property to be used as a family childcare **group** home. This is a family daycare that has two adults and ten children versus a family childcare home that has one adult and five children. My application was denied because I could not prove a hardship to my property. The reason for this. is I was **not asking to change my property**. I was asking to increase the number of children. My home is already large enough to care for a larger number of children per the Department of Human Resources licensing performance standards.

The Board of Adjustments told me at the time it was denied, to re-apply when the new process was put in place. They would no longer be requiring a Variance but instead be requiring a Conditional Use permit.

The difference between a **conditional use permit** is that it generally relates to the **USE** of the property whereas a **variance** relates to the actual **PHYSICAL** property. I understand the name GROUP HOME is confusing to some. The Department of Human Resources uses this language for licensing family childcare group homes. I prefer the name Large Family Childcare Home.

At the meeting last year, three people spoke opposing the request for the variance. Each were asked if they knew I had a Family childcare home. Each person stated no. **Not until the city put up the huge sign in my yard.** They were then asked if they knew of any complaints against my Family Daycare Home. Each stated no. I am hoping that the opposition was due to lack of information and communication.

I think some people may have a concern about **advertising signs** in my yard.

Advertising signs for family childcare homes are not allowed in the City Limits. The only signs that have been out are the ones required by the city for the application process.

There were some concerns about the zoning of the property. Which I totally understand.

A CONDITONAL USE PERMIT does not change the zoning of the property. It remains a R-1, Residential zoning.

They were also some concerns about Children running around in the neighborhood.

I am required to supervise the children at all times , that is one of the licensing requirements. We do go outside each day, but this is in my backyard which has a privacy fence. I try very hard to be considerate of my neighbors. The families on my street do not oppose having additional children. They even wrote letters last year stating they approved of my application for the variance request.

I take **great pride** in my home. I want my home to look its best as we are located on the service road, and everyone sees our house. The value of my property has only increased because we have updated and remodeled.

Another concern is the increase in traffic.

The request to increase the number of children does not mean there is a large increase in traffic. Parents arrive and depart at different times of the day. Also, I currently have a family enrolled that is expecting their second child. I have no space available for the new baby. That means the baby will be on a waiting list just to get in **anywhere**. The parents will have to go to different childcare places. if they can even find a spot. This is such an unnecessary stress for the family. It's rare for a Family childcare to have multiple openings at one time.

People choose Family childcare because it provides small class size, individual attention to specific needs and a stable long-term relationship between the childcare provider, the child, and their family.

My daughter has been helping me with my Home Daycare for the past couple years while I cared for my elderly moms. They came to live with us during covid as our fathers passed during this time. My mother passed about 18 months ago, and my mother-in-law is now on hospice. I would like to have

my daughter continue to help me. She has emerged into a wonderful teacher with a strong attachment to the children. She is always looking for ways to improve their learning and development. She even enrolled at the University of West Alabama majoring in Early Childhood Education.

I want to close by saying that I believe the increase in children for my Family Childcare Home will not impact the neighborhood in a negative way..... but to those families that have the additional childcare spots.... It will make a huge impact for their family. In today's economy, to maintain a household with children it takes two working parents. When those parents have quality, affordable childcare, they are more productive at work.

My purpose in life has always been Early Childhood Education. I want to provide a safe, secure environment for small children to learn. I have the experience, the space, and knowledge to provide for the additional children.

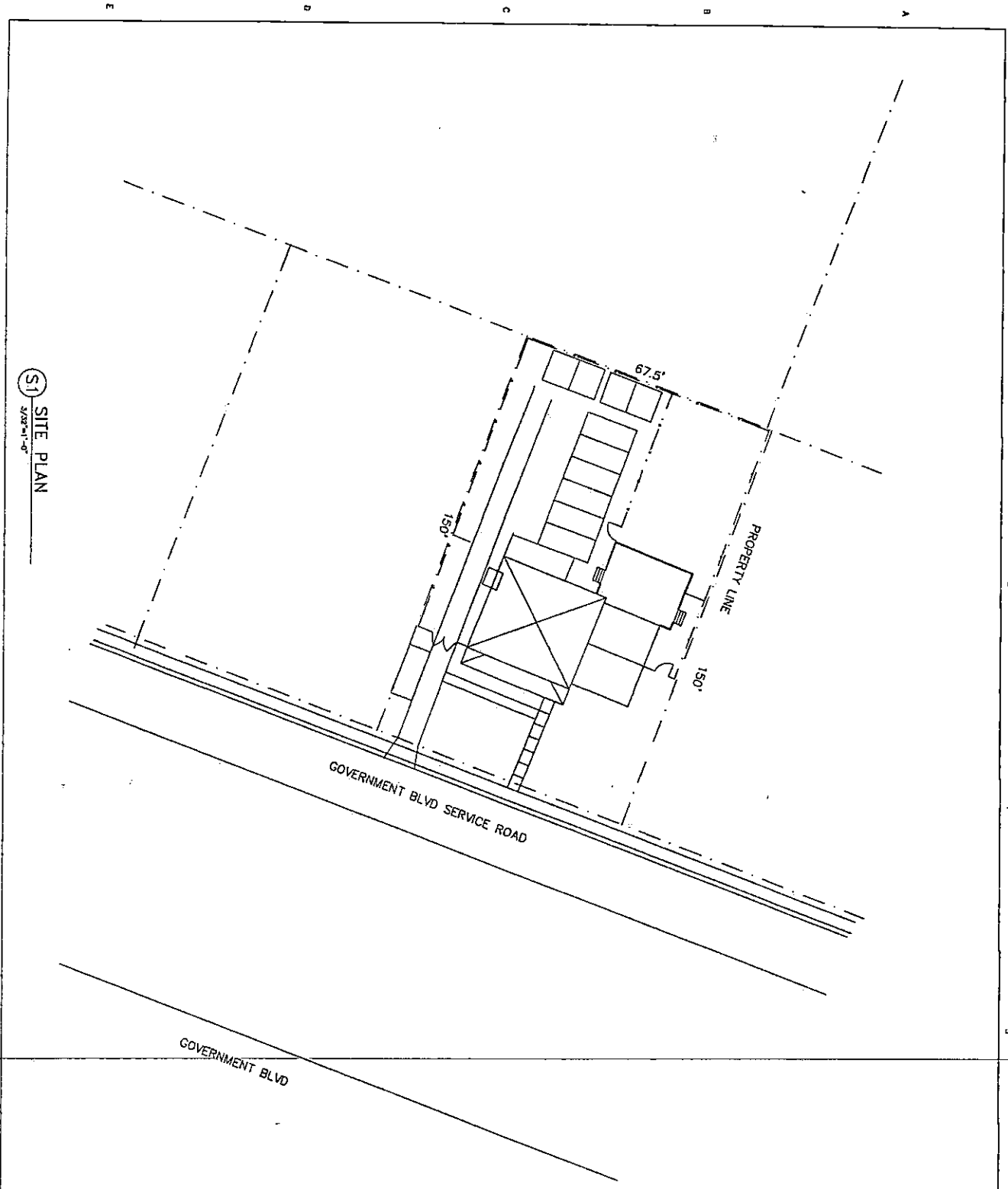
I ask for your support for the application for a conditional use permit so that I can help families with small children.

If you would like to give support please write or email a short letter of support to the zoning department / city council and myself at dmay1891@gmail.com .

If there is anyone who would like to speak in support, or that has questions or concerns, the floor is open. Please state your name for meeting minutes and application purposes.

Thank you,

Deborah A. May



S1 SITE PLAN
3/32"=1'-0"

DAYCARE CODE ANALYSIS AND COMPLIANCE REVIEW

MRS. DEBORAH MAY
5032 GOVERNMENT BLVD.
MOBILE, AL 36693

MOBILE, ALABAMA

REVISIONS		
NO.	DATE	REMARKS

SHEET TITLE: SITE PLAN

JOB NO. 2022-0011

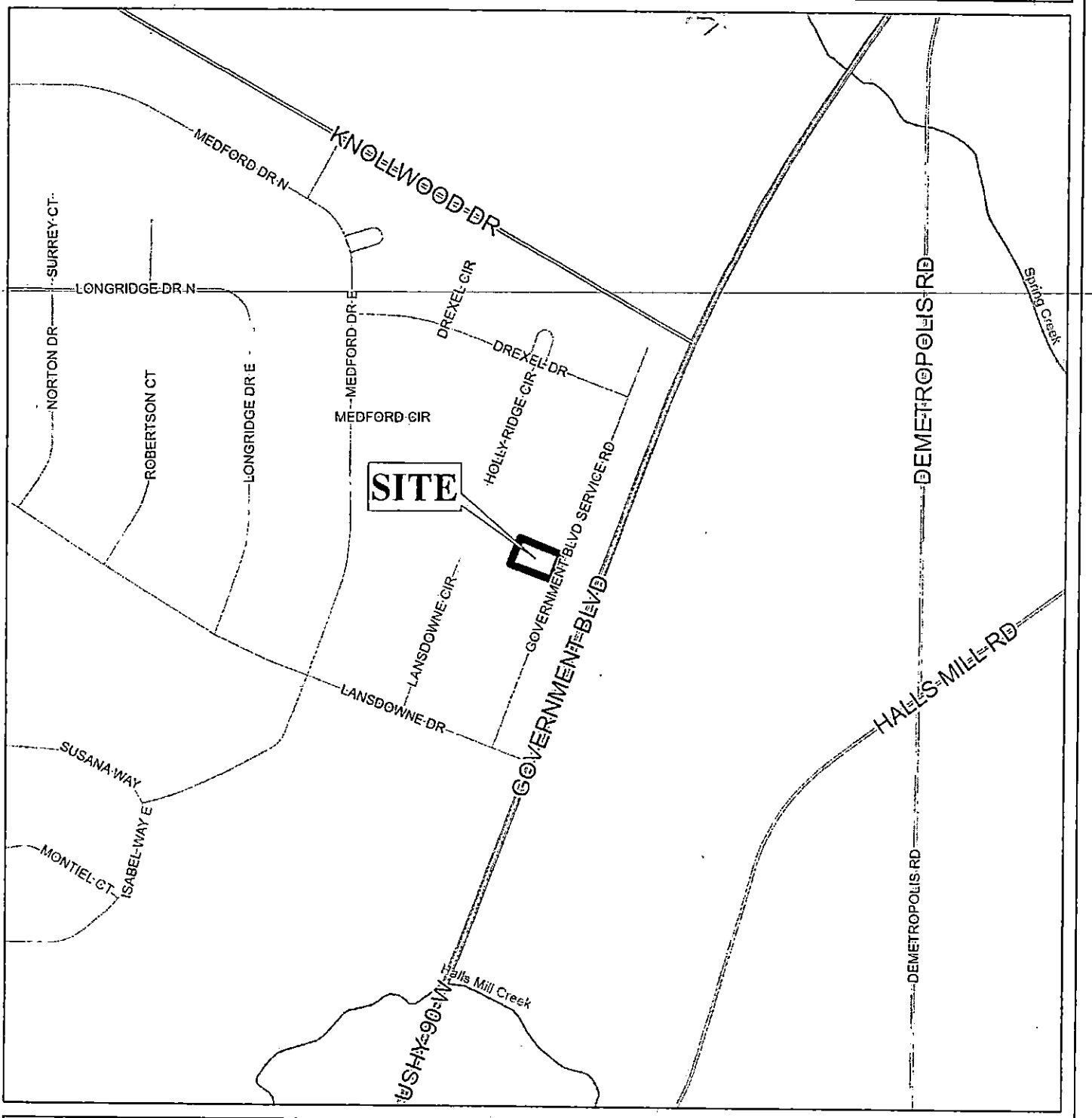
DATE: 05/20/2022

DRAWN BY: J. RODRIGUES

CHECKED BY:

SHEET: AS100

LOCATOR MAP



APPLICATION NUMBER ~~6161~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

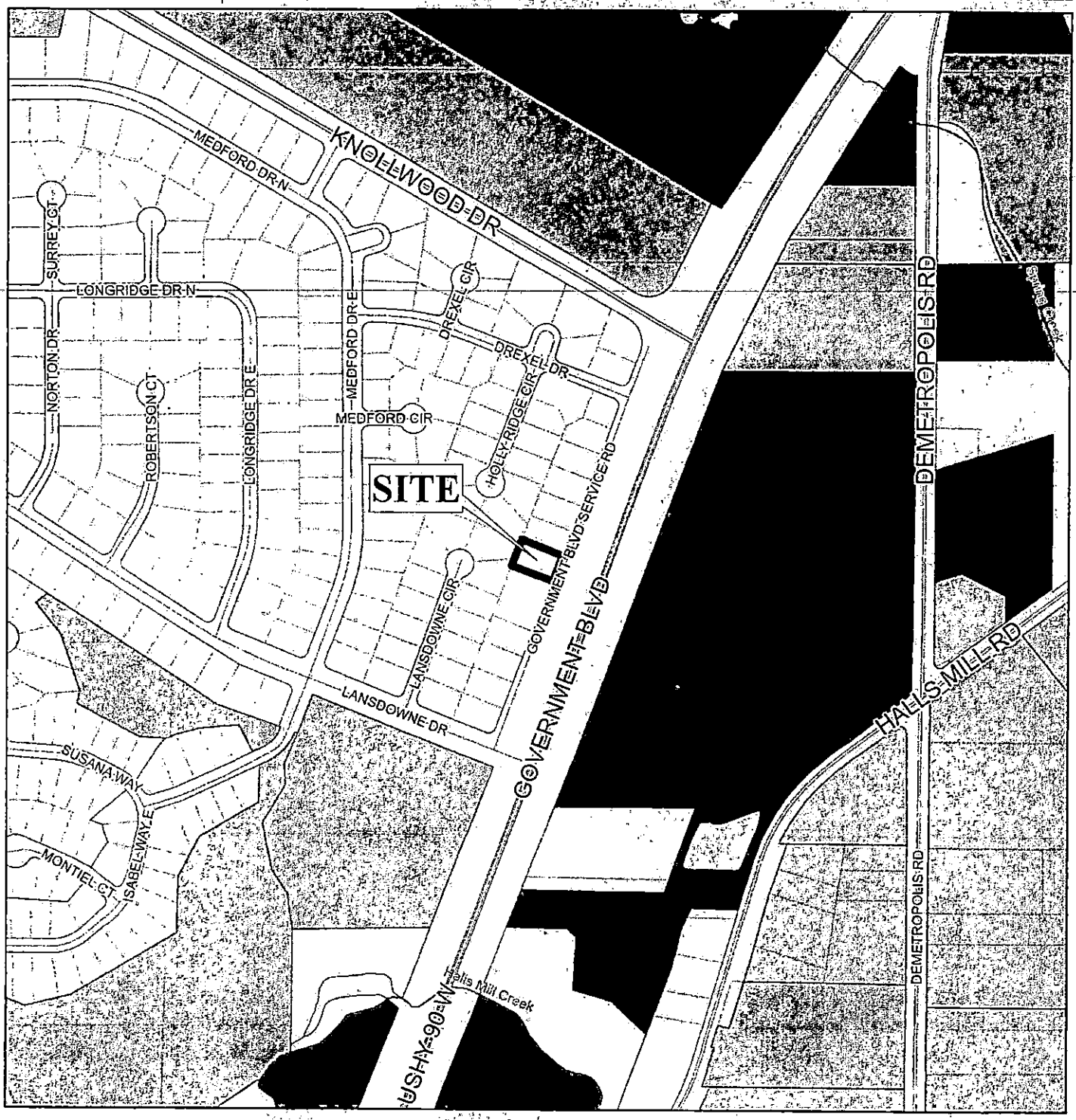
REQUEST ~~Use Variance~~

Conditional Use Permit

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

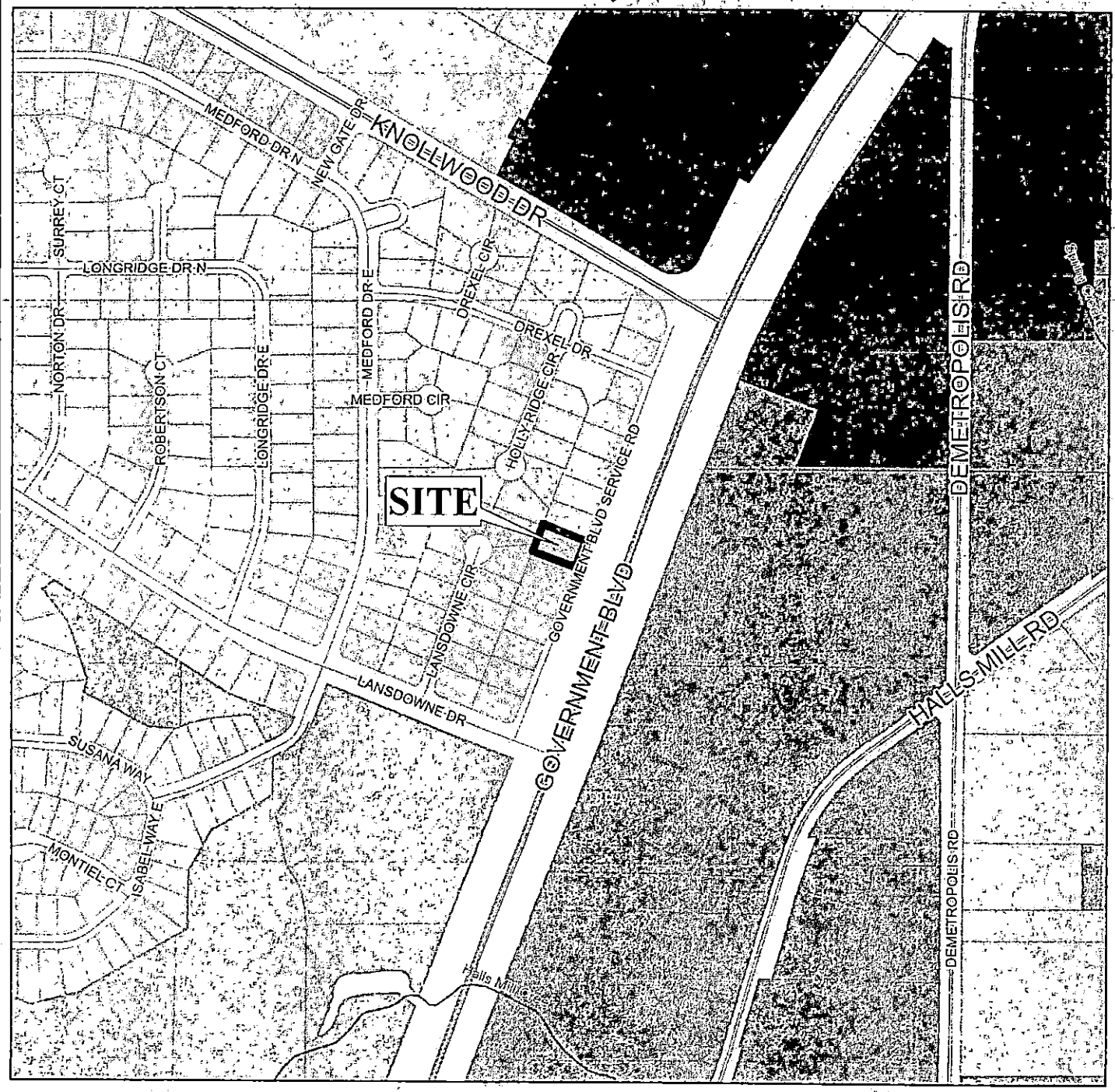
REQUEST Use Variance

CONDITIONAL USE PERMIT

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER ~~6161~~ DATE July ~~11~~, 2022

APPLICANT Deborah May

REQUEST ~~Use Variance~~ Conditional Use Permit

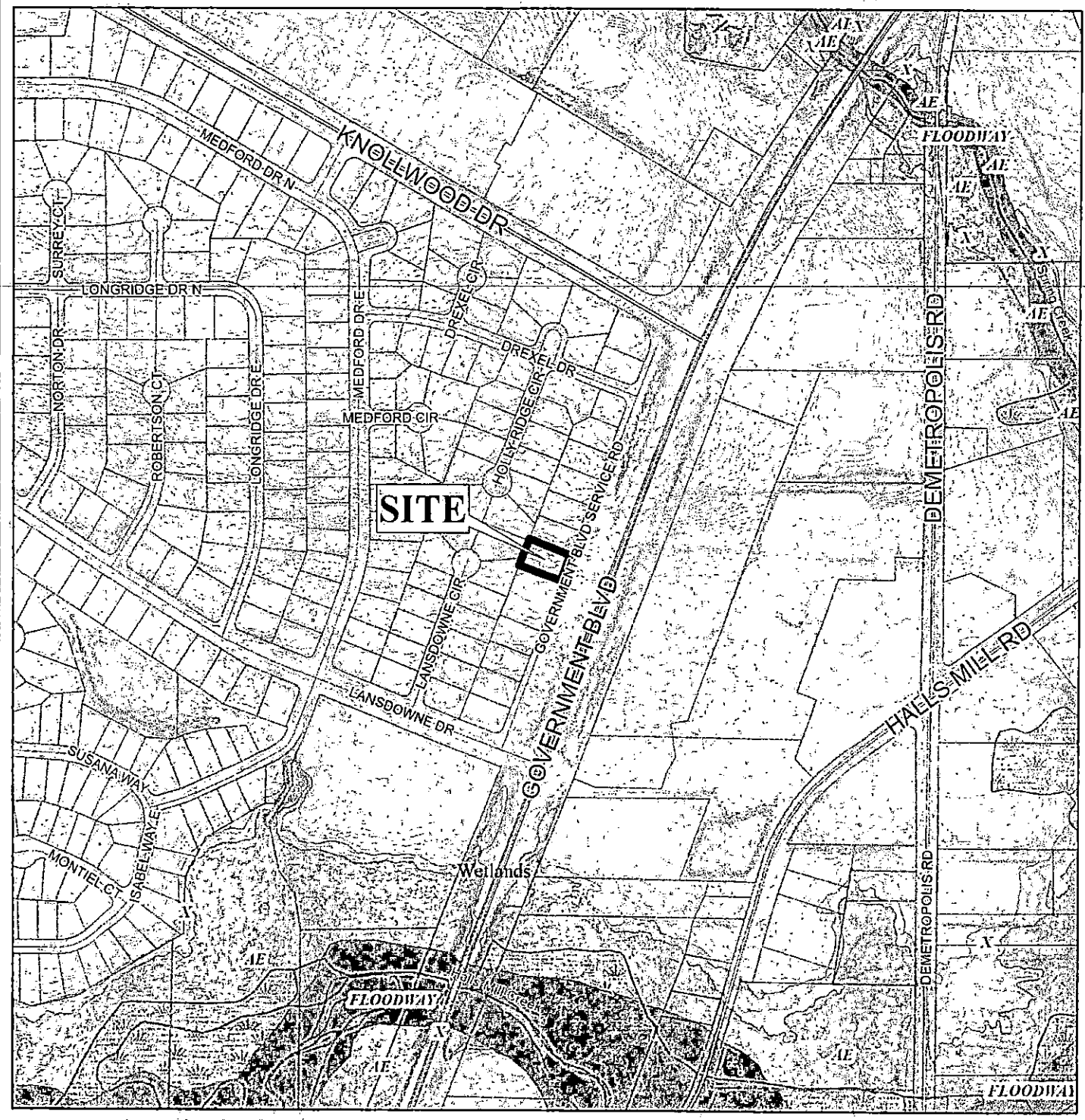
N

NTS

Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER ~~5104~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

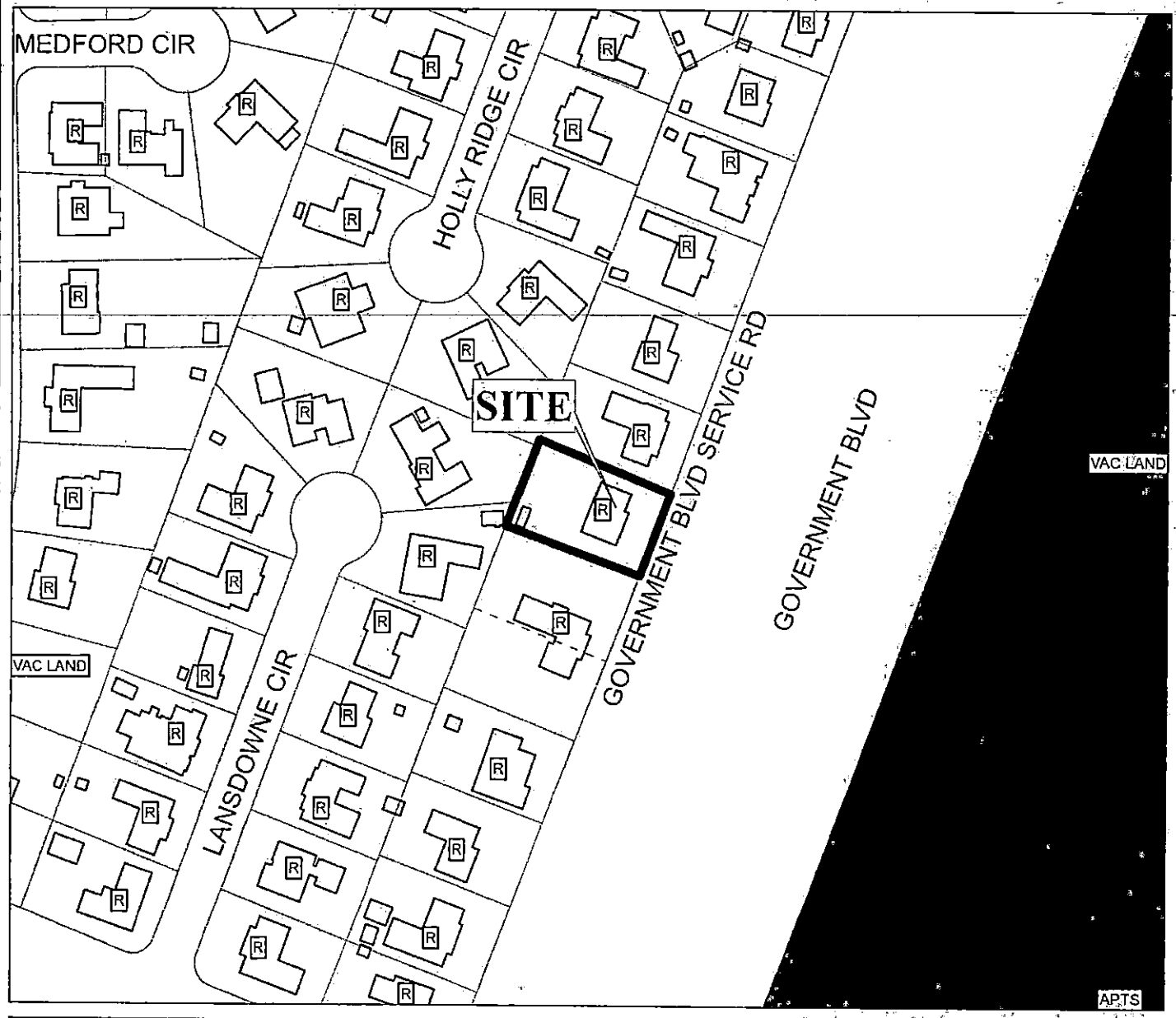
REQUEST ~~Use Variance~~

Conditional Use Permit

N

NTS

BOARD OF ADJUSTMENT
VICINITY MAP - EXISTING ZONING



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER ~~6154~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~

R-A R-3 T-B B-2 B-5 MUN SD-WH T5.1
R-1 R-B B-1 B-3 I-1 OPEN T3 T5.2
R-2 H-B LB-2 B-4 I-2 SD T4 T6

N

NTS

BOARD OF ADJUSTMENT
VICINITY MAP - EXISTING AERIAL



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER ~~B164~~ DATE ~~July 11, 2012~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~

CONDITIONAL USE PERMIT

N

NTS

SITE PLAN

MRS DEBORAH MAY

SITE PLAN



5032 GOVERNMENT BLVD

MOBILE, AL 36693

This site plan illustrates the site and surrounding areas.

APPLICATION NUMBER ~~[illegible]~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

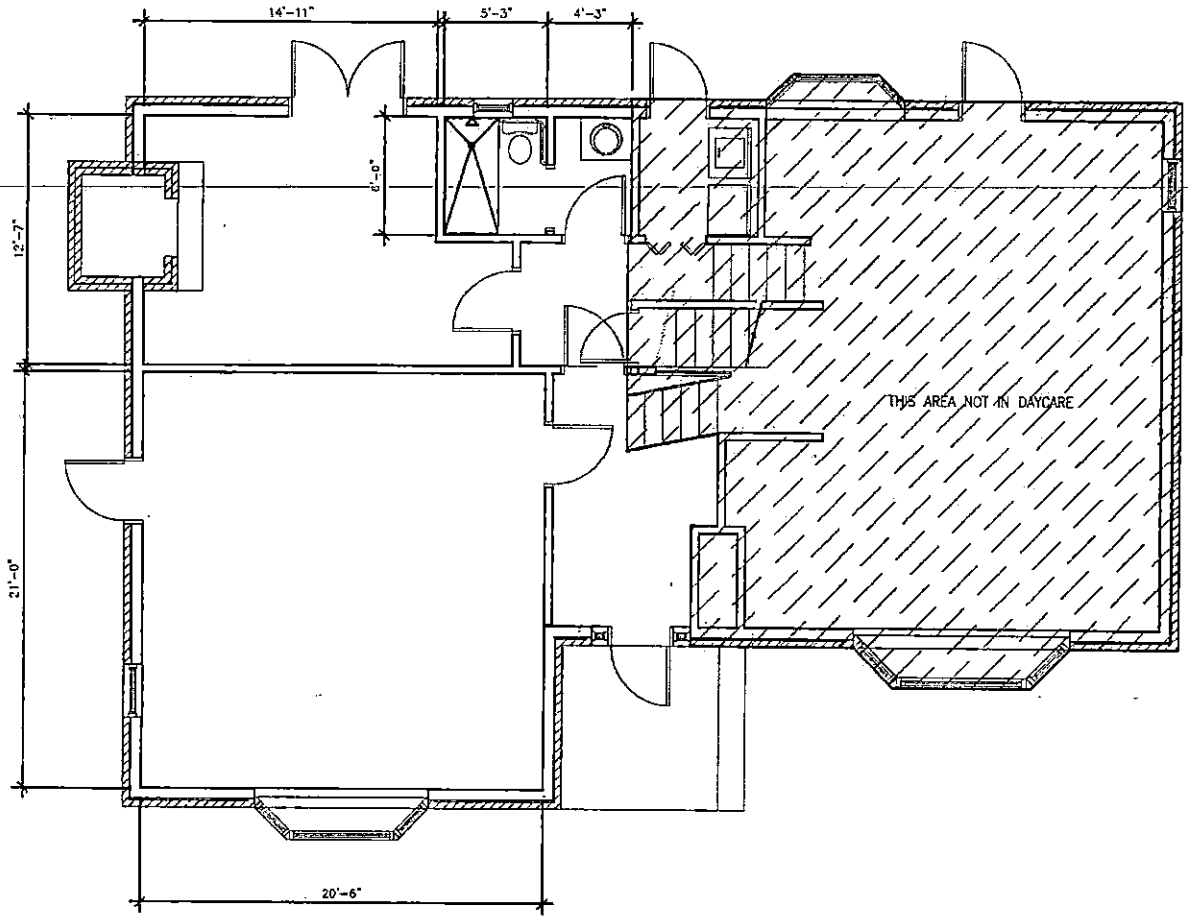
REQUEST ~~Use Variance~~

Conditional USE Permit

N

NTS

DETAIL SITE PLAN



E1 1ST FLOOR PLAN
1/4"=1'-0"

APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2012~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~
Conditional Use Permit

N

NTS

Alabama
PARTNERSHIP
FOR CHILDREN

Dear Mobile Planning Committee and neighborhood residents residing close to Debbie's Home Day Care:

I write this letter in support of the request to expand the capacity of childcare placements for Debbie's Home Daycare, located at 5032 Government Blvd, Mobile, AL 36696.

Professionally I have worked closely with Mrs. May since 2017. She embraces the work of Strengthening Families. This statewide initiative provides an atmosphere where families develop skills in parenting and advocacy on behalf of their child(ren) and families.

It is important in my work through partnership with many state agencies such as DHR, Early Childhood, Abuse and Neglect Prevention and Mental Health to provide resources to centers such as Debbie's Home Day Care. It is a known fact that early childhood education and childcare has the capacity to help children, their families — and subsequently our overall society — to thrive.

As such, I am writing today to urge you to allow the expansion of Debbie's Home Daycare.

Mobile is not any different from other Alabama cities. There is a HUGE need for more childcare and specifically infants and toddlers. Working mothers have been forced to leave the labor force to care for their children. I know of a new mom that is on several waiting lists for her infant so she can return to work in January. It will be devastating to her family if she cannot find a placement for her child and cannot work.

Scientific evidence clearly shows that child care based on early learning instills protective factors for children over their lifetime, setting the stage for resilient outcomes in times of adversity and providing children with the skills they need to succeed throughout their life Access to affordable, high quality child care contributes to the social, emotional and cognitive growth of children in the pre-school years, which are the most sensitive periods for brain development — cognitively, socially and emotionally.

My last words to you will be that Debbie's Home Day Care ranks according to DHR as a 5 Star center. That is the highest level that DHR rates a program. The expansion will provide **more opportunities for more families** to receive the best care available. This is important to the parents with children at her center. It is **valuable to your Neighborhood.** It is **Notable to Mobile** to have childcare centers with this type of recognition. **Alabama is extremely fortunate** to have exemplary childcare homes such as Debbie's Home Daycare.

PLEASE allow the expansion request!

Yours sincerely,

Tish MacInnis

Tish MacInnis,
Alabama Strengthening Families Coordinator
334-312-4864 (cell)

Urban Home Development

Land Use Administration

I am a homeowner at 5008 Government Blvd. and have no objection to having Debbie's Home Daycare holding more kids. She is an asset to the community by providing childcare with the demand as high as it is and truly little openings. We have never had an issue with them in the time we have been here. I cannot see any reason she should not be able to provide care for additional kids. Please consider this during these challenging times as many parents are unable to find care.

Best Regards,

Carolyn Bolden

Urban Development Dept.
Land Use Admin.

I am a home owner on the street where Debbie's Home Daycare is located in Lansdown subdivision. In all the years that she has been running her home daycare, we have not had any issues with traffic or noise from her or the children she keeps. I can see no reason why she should not be allowed to add additional children at her home. If you wish to question me further please contact me on my home phone at 251-661-1079.

Joseph & Julie Harris
5016 Government Blvd,
Mobile, AL 36693

Date: 1/11/22

To: Urban Development Dept (Land Use Admin)

From: Appollonia Nix, 5020 Government Blvd, Mobile, Al 36693

RE: Debbie's Home Daycare

To Whom It May Concern:

On behalf of Debbie's Home Daycare, it is my pleasure to inform you that I have no concerns as it relates to the daycare being in the neighborhood. I have lived in the neighborhood for 5 years. There have been no concerns related to traffic in the community. Ms. Debbie is very nice and is willing to go above and beyond to protect her daycare and community. Expanding the daycare business will be a great opportunity for the community, I do not foresee any concerns. If any concerns were to arise, I have faith that as a community we can accommodate as needed, as we always do. I look forward to the beginning of the expansion of the daycare, as I hope for her to have open availability for me in the future.

Sincerely,

Appollonia Nix, 251-209-1651

To: Urban Development Department

Land Use Administration Administration

To whom it may concern,

I have been living on Government Blvd for the entirety of Debbies daycare and haev yet to have an issue with her or the familes that attend there. Shes providing a vital service to the community that should be expanded everywhere to meet the demanding need. I highly encourage you to allow her to provide additional care.

Best regards,

Gus Emanuel

5024 Governent Blvd

Urban Development Department
Land Use Administration Administration

To Whom it May Concern,

I hope you will consider allowing Debbie to expand her daycare services to the area. I believe that the shortage of childcare is quite alarming. It provides a great service to the communtiy. I was not aware she was even running a daycare for quite some time to explain how great she runs it. Traffic has never been an issue either. Thank you for your time.

Best regards,

Thi Lemy

5056 Government Blvd

From: Thuy Nguyen

To: Urban Development Dept Land Use Admin

Hello, I live at 5052 and was not even aware of her running a daycare. It doesn't affect the neighborhood at all. I would support her to have more kids. I couldn't see it being an issue. They have always seem like nice people. I know many people are having trouble finding care so this would help some out.

Thanks,

Thuy Nguyen

To: Urban Development Department

Land Use Administration Administration

Dear sir or madam,

I have been living at 5044 Government Blvd for a short time but in the time i have been here i have seen no issue with the daycare. I know there is a shortage on childcare in the area and think it would provide a great service to families in the area. Please consider allowing Debbie to expand her daycare for the community. Thank you for the consideration.

Best regards,

Dion Paige

To: Urban Development Dept Land Use Admin

From: Amber Williamson

I have been Debbie's neighbor for the entirety of her daycare, and I have not had one complaint from them. She keeps her property looking very well kept. She has always been a great neighbor keeping everyone considered. I can see no reason she should not have more kids. She is a wonderful person, and our kids grew up together and they always loved playing at her house. Please consider letting her hold more kids to support the community. If you have any questions or concerns, please contact me at 251-610-5756. I gladly stand behind Debbie for any support she needs.

Sincerely,

Amber Williamson

Alabama Baptist
CHILDREN'S HOMES
& Family Ministries | Mobile

protect ◦ nurture ◦ restore

April 22, 2022

To Whom it May Concern:

Alabama Baptist Children's Home recognizes a top need for our families is childcare. As of April 12th, only two daycares in all Mobile County had current availability for children under age 2. Today, there would only be one more daycare added to that number that would have an immediate opening.

In our foster care ministry, majority of our parents work full time jobs. Therefore, daycare is necessary in them accepting a young child in foster care. If they cannot find availability, they have to say no to accepting the child. In our family care ministry, we serve single moms with short term housing and skills for independent living. Our moms cannot gain necessary employment without daycare spots and flexibility for their children.

I support a provider category change for Debbie's Home Daycare, so she can provide 5 more additional spots for child care. This not only will benefit the economy and general Mobile community, but could be an option for our ABCH families as well.

Sincerely,

Brooke Sanders, LMSW

Brooke Sanders, LMSW

Foster Care Social Worker

251-639-1022

To: Mobile Planning Commission

I recently received a job offer with the Mobile Chamber of Commerce so my husband and I are moving to Mobile from Indianapolis in the middle of May and have been searching for licensed quality childcare for our 8 month old son. He has been at an in-home daycare in Indianapolis since he was 10 weeks old and we strongly prefer to find another in-home daycare for him. We have called every in-home daycare in Mobile that we can find on the internet and all have told us that they do not have any open spots. We've also resorted to calling multiple traditional daycare centers out of desperation and they have all also told us that they do not have any available spots and have very long waiting lists. I was luckily given Debra's contact information after I called an EHS in-home daycare. If Debra is able to take on more children at her home, it will be a huge blessing for my family and will greatly benefit us. Because we cannot currently find any quality licensed childcare, my husband has to hold off on finding a job once we move to Mobile because he will have to watch our son until we are able to find someone with an available spot. We are hoping that Debra will be approved to watch more children by the beginning of June so that my husband can begin working as soon as possible.

Sincerely,

Jennifer Richburg

Jennifer Richburg
(251) 327-0199
jennifer.h.richburg@outlook.com

Child Care and Early Education in Alabama

FIRST FIVE YEARS FUND

In Alabama, federal and state early learning opportunities serve more than 65,898 children and families,[1] or 19% of children birth through age 5.[2]

High-quality early care and education (ECE) is proven to dramatically improve a child's opportunities for a better future while offering parents greater job stability and overall economic security.

The Economic Impact

Access to affordable, high-quality child care can increase parental labor force participation and family economic stability. However, widespread problems finding and paying for child care adversely affect both state and national economies. As a direct result of child care issues, the national economy loses $122 billion annually in the form of lost earnings, productivity, and revenue.[7] In Alabama: The estimated annual economic impact of the infant-toddler child care crisis: $1.3B.[8]

Families Lack Access to High-Quality ECE Options in Alabama

The high cost and limited supply of quality ECE have created serious challenges for many families.

Unmet Need

353,923 Children Birth Through Age Five[3]

25% of Children Birth Through Age Five Living in Poverty[4]

61% of Children Birth Through Age Five With All Available Parents in the Workforce[5]

19% of Children Birth Through Age Five Served By Federal- and State-Funded Early Learning Opportunities[6]

Note: 1,2,6: These figures include beneficiaries of Head Start, Early Head Start, CCDF, MIECHV, state-funded Pre-K, and IDEA Parts B, Sec. 619 and C. In some cases, children and families are served by more than one program.

There are several early learning programs that provide working families with access to high-quality, affordable ECE opportunities, but currently the demand for care far outweighs the supply, and funding constraints leave many eligible children unserved. Each of these programs has its own eligibility requirements, purpose, and service delivery model. Together they form a mixed-delivery system that supports parental choice and aims to meet children's individual needs.

Child Care & Development Block Grant (CCDBG)

21,708
Children Birth Through Age Five Served[9]

18% Eligible Children Birth Through Age Five Served[10]

Learn more about CCDBG in Alabama here.

Early Head Start

1,859
Children Enrolled[11]

7% Eligible Children Served[12]

Head Start

8,972
Children Enrolled[13]

20% Eligible Children Served[14]

Maternal, Infant, and Early Childhood Home Visiting (MIECHV)

1,851
Families Served[15]

Learn more about MIECHV in Alabama here.

State Pre-K

[illegible]
Children Enrolled[16]

[illegible] of three- and four-year-old children attend public ECE[17]

IDEA Part C

3,992
Children Served[18]

IDEA Part B, Sec. 619

4,246
Children Served[19]

Child and Dependent Care Tax Credit (CDCTC)

Through the tax code, the CDCTC helps parents with the cost of work-related child care expenses.

Learn more about CDCTC here.

Early Care and Education (ECE) in Alabama Snapshot

Accessibility

Many families struggle to find the care they need.

- **60%** of Alabama residents live in a "child care desert."[20]
- **Hispanic/Latino families** are disproportionately represented among those who live in a "child care desert."[21]
- **2%** of children under age 3 receive early intervention services.[22]

Affordability

The cost of ECE is too expensive for many families.

- The annual price of center-based infant care is **$7,800**, and home-based infant care is **$7,280.**[23]
- Families receiving a CCDBG subsidy pay between **$144** and **$184** per month for one child in care.[24]
- A two-parent household spends **8%** of their income on child care, while HHS defines spending over 7% to be a burden.[25]

ECE Workforce

Early childhood educators have some of the lowest paying jobs in the United States, earning poverty-level wages.[26]

- **$22,770** child care worker annual salary ($10.95 per hour).[27]

Program Quality

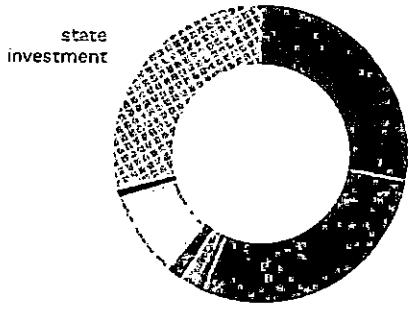
Program quality varies substantially across and within states.

- Met 7/10 of NIEER's Quality Standards Benchmarks for state-funded pre-K programs. Only 5 states met all 10 benchmarks in 2022.[28]
- 33% of children received developmental screenings at 9, 18, and 30 months in the past year.[28]

For full sourcing information, visit here.

Federal and State ECE Funding in Alabama

Federal funding is foundational to providing ECE.



- $156.8M — Head Start and Early Head Start[39]
- $159.1M — CCDBG and Mandatory Funds[31]
- $6.7M — MIECHV[32]
- $9.8M — IDEA Part C[33]
- $8.8M — IDEA Part B, Sec. 619[34]
- $50.4M — TANF Early Learning and Care Expenditures
- $4M — PDG B-5[35]
- [illegible] — State-Funded Pre-K
- $9.4M — CCDBG State Match[1]
- $1.2M — PDG B-5 State Match[39]

Alabama received an additional $986M through COVID-19 relief.[40]

Spotlight: ECE Successes in Alabama

COVID-19 Relief:
Throughout the pandemic, there was strong bipartisan support for federal relief funding to keep the child care sector afloat.

- As a result, **1,565** child care programs in Alabama received support, impacting up to **91,200** children.[41]
- These funds also allowed states to demonstrate what would be possible when equipped with additional resources. Funds have been used to support and stabilize the workforce through quarterly bonus payments. As of July 2022, the Alabama Department of Human Resources increased quarterly payments to $3,000 for full-time early childhood workers and $1,500 for part-time employees. Employees could receive up to 8 bonus payments.*

Preschool Development Grant Birth Through Five (PDG B-5):
PDG B-5 is a competitive federal grant designed to improve states' early childhood systems. In their 2023 planning grant application, among other uses, Alabama noted that they would use funding to:

- **Improve coordination among existing programs,** including by providing opportunities for joint professional learning for teachers across elementary schools, Head Start, state-funded pre-K, and child care.
- **Maximize parent knowledge by supporting Talk With Me Baby/Read Right From the Start programs across settings,** and providing free developmental screenings for children.**

*CSCCE | **BUILD

	2000		2021	
Total County Population		399,843		413,073
County Child Population	121,942	30.50%	106,345	25.70%
By Ages	Number	Percent	Number	Percent
Under Age 5	29,334	24.10%	26,272	24.70%
Ages 5-9	31,175	25.60%	26,475	24.90%
Ages 10-14	30,929	25.40%	27,466	25.80%
Ages 15-19	30,504	25.00%	26,132	24.60%

Diversity of Children	2000 Number	2000 Percent	2021 Number	2021 Percent
White	66,065	54.20%	51,441	48.40%
African-American	49,616	40.70%	43,668	41.10%
American Indian/ Alaskan Native	942	0.80%	795	0.70%
Asian/Pacific Islander	1,893	1.60%	2,278	2.10%
More than One Race	1,548	1.30%	3,657	3.40%
Hispanic	1,700	1.40%	4,506	4.20%

ALABAMA Kids Count

RANK 43 Mobile

Pre-K Children	2000 Number	2021 Number
Age 3	5,835	5,380
Age 4	5,802	5,170

HEALTH

NOTE: The colored cells for "ALL OTHER" represent the heading of "BLACK AND ALL OTHER" for this indicator		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Infant Mortality Rate, (per 1,000)	Base	2010	43	7.5	14	4.6	29	12.2	0	0	0	0				
	Current	2020	43	8.1	19	7.5	24	10	0	0	0	0	2018-2020	41	2010-2020	-
Pre-Term Births to All Females	Base	2010	902	15.80%	408	13.50%	453	19.10%	23	16.20%	18	10.80%				
	Current	2020	830	15.70%	330	13.00%	452	18.80%	24	15.70%	24	11.60%				
Low-Weight Births, All Races	Base	2010	693	12.20%	279	9.20%	393	16.60%	13	9.20%	8	4.80%				
	Current	2020	670	12.60%	242	9.60%	394	16.40%	19	12.40%	15	7.20%	2018-2020	49	2010-2020	-
Births to Teens Aged 15-17 (per 1,000)	Base	2010	279	30.6	102	21.4	166	41.3	5	16.5	6	44.8				
	Current	2020	106	13.1	30	7.1	68	20.6	0	0	8	29.5	2018-2020	47	2010-2020	I
Births to Females Aged 10-19 (per 1,000)	Base	2010	829	28.5	350	23.7	450	36.5	12	8.9	17	24.5				
	Current	2020	372	14.4	118	9.2	228	21.7	7	4.5	19	19.2	2018-2020	31	2010-2020	I
Births to Unmarried Females Aged 10-19 (per 1,000)	Base	2010	732	12.80%	269	8.90%	439	18.50%	10	7.00%	14	8.40%				
	Current	2020	352	6.60%	102	4.00%	227	9.40%	7	4.60%	16	7.70%	2018-2020	31	2010-2020	I
Females Receiving Adequate/ Adequate Plus Prenatal Care	Base	2010	4,224	74.20%	2,290	76.00%	1,727	73.00%	102	71.80%	105	62.90%				
	Current	2020	3,848	73.90%	1,941	77.50%	1,674	71.40%	117	77.00%	116	56.90%	2018-2020	28	2010-2020	-
Mothers Who Breastfed	Base															
	Current	2020	3,768	71.10%	2,030	80.10%	1456	60.60%	121	79.10%	161	77.80%				
Mothers Who Smoked During Pregnancy	Base															
	Current	2020	314	4.80%	201	6.10%			113	3.40%						
Post-Related Deaths (per 100,000)	Base	2010	1,500	362.9	972	398	510	357.3	14	85.8	4	39.9				
	Current	2020	1,799	435.9	1073	462	683	457.7	31	164.4	12	97	2020	35		

Children Without Health Insurance	2016-2020
Number	3,516
Rate	3.40%

Adult Diabetes, 2018	
Rate	11.90%
Trend	49

Adult Obesity, 2019	
Rate	36.40%
Trend	27

Poor Mental Health Days, 2019	
Number	5.6
Trend	13

Ratio of Population to Mental Health Providers, 2021	Rate
	936:1

Children With Serious Emotional Disturbance Receiving MH Services, 2021	Number
	4,485

NOTE: The colored cells for "TWO OR MORE RACES" represent the heading of "ALL OTHER" for this indicator.

		YEAR	NUMBER	RATE	POVERTY	ABOVE POVERTY	WHITE*	BLACK*	HISPANIC*	ASIAN*	AMERICAN INDIAN*	NATIVE HAWAIIAN*	TWO/MORE RACES*	RANKING YEAR	RANKING
Births to Females with Less Than 12 Years of Education	Base	2010	1,329	23.30%			19.40%	26.90%	45.50%				19.70%		
	Current	2020	725	13.70%			11.40%	13.90%	44.70%				7.80%	2020	34
Aged 0-3 Receiving Early Intervention Services	Base	2011	578												
	Current	2021	570												
First Grade Retention	Base	2016-2017		0.30%											
	Current	2020-2021		5.90%	8.40%	2.40%	4.80%	6.60%	4.70%	3.50%	4.70%	0.00%	7.80%	2020-2021	35
ACAP-Fourth Grade English Language Arts (ELA)	Base														
	Current	2021-2022		49.80%	38.50%	63.70%	63.60%	37.80%	42.90%	65.60%	49.00%	0.00%	58.90%	2021-2022	36
ACAP-Fourth Grade Math	Base														
	Current	2021-2022		27.70%	16.60%	41.40%	42.40%	14.10%	25.90%	60.40%	31.40%	0.00%	28.60%	2021-2022	36
ACAP-Eighth Grade English Language Arts (ELA)	Base														
	Current	2021-2022		49.00%	37.80%	61.00%	62.00%	36.20%	44.20%	77.10%	53.80%	42.90%	61.90%	2021-2022	37
ACAP-Eighth Grade Math	Base														
	Current	2021-2022		14.10%	7.20%	21.30%	22.40%	5.30%	10.00%	42.90%	13.50%	0.00%	25.20%	2021-2022	32
Ninth Grade Retention	Base	2016-2017		3.80%											
	Current	2020-2021		21.10%	25.70%	14.80%	19.20%	22.90%	20.60%	25.90%	31.70%	25.00%	15.10%	2020-2021	61
Graduation Rate	Base	2019-2020		88%	83%	92%	87%	89%	86%	95%	89%	67%	93%		
	Current	2020-2021		88%	85%	91%	88%	86%	87%	94%	92%	60%	91%	2020-2021	55
High School Dropout Rate	Base	2016-2017		6.70%											
	Current	2020-2021		4.90%[B]	5.50%	3.70%	5.30%	4.50%	7.30%	1.90%	2.00%	20.00%	5.00%	2020-2021	38
Suspensions	Base														
	Current	2020-2021		5.30%			4.50%	6.30%	3.40%	1.70%	6.90%	3.90%	4.80%		
Chronic Absenteeism (10-17 Days)	Base														
	Current	2020-2021		15.30%	17.90%	11.60%									
Chronic Absenteeism (18+ Days)	Base														
	Current	2020-2021		10.50%	14.20%	5.00%									
English Language Learners	Base	2016-2017***		1.70%	1.20%	2.20%	0.40%	0.30%	26.20%	18.00%	2.20%	24.00%	1.20%		
	Current	2020-2021***		3.20%	3.30%	3.00%	0.40%	0.70%	41.50%	30.40%	1.80%	26.10%	1.00%		
Homeless Students	Base	2019-2020		6.70%	12.20%	0.60%	4.40%	8.40%	13.20%	3.30%	6.30%	13.20%	4.90%		
	Current	2020-2021		4.20%	12.20%	0.60%	3.00%	5.20%	7.80%	1.90%	3.60%	8.70%	4.40%		
Teachers Teaching Out of Field	Base	2016-2017		7.40%											
	Current	2020-2021		9.80%											
Direct Certification	Base														
	Current	2020-2021		59.60%			37.80%	84.40%	54.40%						

NOTE: Please refer to the "Chart Notes" within the *2022 Alabama Kids Count Data Book* for additional information concerning chart notes within this section.

Child Care Center Capacity	2022
Day Care	12,366
Night Care	926
All Centers	13,292

Child Care Facilities	Jul-22
Total All Licensed	190
Center Based Licensed	128
Center Based Exempt	48
Total All Child Care Facilities	238

Number of Early Head Start/ Head Start Classrooms: 2022	EHS	HS	TOTAL
	37	57	94

Children Participating in First Class Pre-K; 2021-2022	Classrooms	Number	Percent
	123	1,937	35.10%

Average 11th Grade; ACT Scores	2020-2021
English	15
Math	16
Reading	16
Science	17
Composite	16

Career and College Ready Index	Base Year 2020	Current Year 2021
	81.50%	82.40%

Per Pupil Expenditures* (Adjusted for Inflation)	Base Year FY2016	Current Year FY2021
Dollars	$10,100	$10,800

*LEGEND - FULL ETHNIC BREAKDOWN
White | Black or African American | Hispanic/Latino | Asian | American Indian/Alaska Native | Native Hawaiian/Pacific Islander | Two or More Races

SAFETY

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Children Investigated by DHR as Victims of Neglect or Abuse	Base	2010	651	6.3												
	Current	2021	784	8.1									2019-2021	17		
Child Death Rate (per 100,000)	Base	2010	27	31.8	10	23.4	14	40.1	1	22.3	2	76.1				
	Current	2020	20	25	8	20.8	11	33.2	0	0	1	29.3	2018-2020	36	2010-2020	-
Child Death Rate (per 100,000) Ages 1-14	Base	2010	14	45.9	5	32.1	8	62.5	1	73.2	0	0				
	Current	2020	12	47	2	15.4	10	98.3	0	0	0	0	2018-2020	18	2010-2020	-
Teen Violent Crime Arrests	Base	2000	2,522	10.70%												
	Current	2016-2020	2,019	9.50%												
Juvenile Violent Crime Arrests (per 100,000)	Base	2011	527	11.3												
	Current	2021	222	5.1									2019-2021	46	2011-2021	I

Child Death by Fatal Injury		Children Victims of Sexual Abuse		Teen Pregnancy (Ages 15-19)		Teen Pregnancy (Ages 15-17)		Substantiated Child Abuse/Neglect Victims Ages 0-5	
Base Year: 2014	Current Year: 2022	Base Year: 2014	Current Year: 2022	Total		Total		Base Year: 2004-2009	Current Year: 2010-2021
479	479	39	14	159		840		1,362	1,312

ECONOMIC SECURITY

NOTE: Please refer to the "Data Notes" under the relevant tab within the 2022 Alabama Kids Count Data Book for additional information concerning chart topics within this section.

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Persons Living in Poverty	Base	2000	72,549	18.50%	24,206	9.80%	45,092	34.40%	3,251	23.20%	803	18.80%				
	Current	2016-2020	72,677	17.90%	27,906	11.80%	39,817	27.20%	4,954	20.60%	3,218	27.50%	2016-2020	37		
Children in Poverty*	Base	2000	28,702	26.50%	6,894	11.70%	20,626	45.90%	1,182	26.30%	282	20.60%				
	Current	2016-2020	26,562	27.60%	7,482	15.50%	16,752	41.80%	2,328	29.60%	1,339	35.40%	2016-2020	37		
Children Under Age 5 in Poverty	Base	2000		29.70%												
	Current	2016-2020		31.50%												

NOTE: Please refer to the "Data Notes" under the relevant indicator in the "2022 Alabama Kids Count Data Book" for additional information concerning data notes within the tables.

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Children Aged 5-11 in Poverty	Base	2000		28.00%												
	Current	2016-2020		27.70%												
Children Aged 12-17 in Poverty	Base	2000		22.10%												
	Current	2016-2020		24.30%												
Children in Extreme Poverty	Base	2000	14,261	13.10%												
	Current	2016-2020	13,466	14.00%									2016-2020	44		
Vulnerable Families	Base	2010		16.90%												
	Current	2020		6.90%									2018-2020	40	2010-2020	
Children Under 18 in Single-Parent Families	Base	2000	33,259	35.10%												
	Current	2016-2020	34,793	35.90%									2020	42		
Employed Mothers with Young Children	Base	2000	12,543	53.50%												
	Current	2016-2020	11,663	61.20%									2016-2020	39		
Children Receiving Child Care Subsidies (All Centers)	Base															
	Current	Jun-22	7,682	$3,615,744												
Unemployment Rate	Base	2010	19,298	10.40%												
	Current	2021	9,039	4.70%									2021	54		
Median Household Income, Adjusted for Inflation	Base	2010*	$47,183													
	Current	2020	$50,871													
Medicaid Paid Births	Base	2010	3,469	61.20%	1,383	46.20%	1,876	79.30%	86	60.60%	124	75.20%				
	Current	2020	2,991	56.40%	975	38.40%	1,809	75.20%	77	51.70%	130	62.80%	2020	34		
Food Insecurity, All Ages	Base	2010	78,200	19.10%												
	Current	2020	65,050	15.70%									2020	28		
Food Insecurity, Children Under 18	Base	2010	24,670	24.10%												
	Current	2020	21,890	24.60%									2020	45		

WIC Case Load, Averaged Monthly		SNAP Eligible, All Ages		SNAP Eligible, Children Under 20		SNAP Recipients, All Ages	
Base Year: 2020	Current Year: 2021	Base Year: 2017***	Current Year: 2022***	Base Year: 2017	Current Year: 2022	Base Year: 2017**	Current Year: 2022
11,821	11,272	81,573	70,707	44,475	37,718	81,402	71,347

The way we refer to population sub-groups throughout the 2022 County Data Profile is intentional in order to be as accurate as possible in representing the data given to us.

Visit us at www.alavoices.org/alabama_kids_count.

Permission to use and copy as long as **VOICES for Alabama's Children's *2022 Alabama Kids Count County Data Profiles*** is noted.

We thank our sponsors for their support and acknowledge that the findings and conclusions presented in the *Alabama Kids Count Data Book* are those of the author(s) alone and do not necessarily reflect the opinions of these foundations, organizations or individuals.

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ALABAMA kids count

VOICES FOR ALABAMA'S CHILDREN

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1206 S FORDHAM ST

PERRYTON TX 79070

PUGH KIMLEE ANN
3808 LANSDOWNE CIR

MOBILE AL 36693

HARRIS JULIE
5016 GOVERNMENT BLVD

MOBILE AL 36693

EMANUEL CONSTANTINE N
5024 GOVERNMENT BLVD

MOBILE AL 36693

PAYNE HERBERT MATTHEW II
3 LAMP CT

MORAGA CA 94556

NIX APPOLLONIA T & JERRY NIX
5020 GOVERNMENT BLVD

MOBILE AL 36693

NELSON WARREN C
3817 LANSDOWNE CIR

MOBILE AL 36693

KACMARSKI ROGER D & DONNA D C/O
TOMMIE REEVES
6001 GRELOT RD

MOBILE AL 36609

MCCANTS VINCENT W & BARBARA B
5028 GOVERNMENT BLVD

MOBILE AL 36693

MAY PETER J & DEBORAH A
5032 GOVERNMENT BLVD

MOBILE AL 36693

HENSON JAMES MICHAEL
5048 GOVERNMENT BLVD

MOBILE AL 36693

AGEE MARILYN
3805 LANSDOWNE CIR

MOBILE AL 36609

TAYLOR DARRICK
3804 LANSDOWNE CIR

MOBILE AL 36693

WALLEY EDWIN M & THERETHA M
WALLEY
3720 HOLLY RIDGE CIR

MOBILE AL 36693

EATON ROXANNE P
3709 HOLLY RIDGE CIR

MOBILE AL 36693

WILLIAMSON AMBER C/O BLAKELY
DEVIN M
5040 GOVERNMENT BLVD

MOBILE AL 36693

CAMPBELL DONNY R SR & JACQUELYN
JONES-CAMPBELL
3813 LANSDOWNE CIR

MOBILE AL 36693

STALLWORTH MONICA C & MICHAEL C
STALLWORTH
3801 LANSDOWNE CIR

MOBILE AL 36693

BROWN KANDYSS & DARRIUS
POELLNITZ
3712 HOLLY RIDGE CIR

MOBILE AL 36693

WILLIAMS CARL O & GWENDOLYN S
3721 HOLLY RIDGE CIR

MOBILE AL 36693

PAIGE DION KEITH
5044 GOVERNMENT BLVD

MOBILE AL 36693

BRANDON WINCE & CAROLL BRANDON
3809 LANSDOWNE CIR

MOBILE AL 36693

WINKLER RICHARD T SR & ROBERTA P
WINKLER TRUSTEES
3800 LANSDOWNE CIR

MOBILE AL 36693

CLAYBORN KATHY P
3716 HOLLY RIDGE CIR

MOBILE AL 36693

FLETCHER ROMONA D
3717 HOLLY RIDGE CIR

MOBILE AL 36693

Agenda Item # 7

ZON-CUP-002803

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
5032 Government Boulevard

Property Owner:
Deborah May

Current Zoning:
R-1, Single-Family Residential Suburban

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a home-based daycare for 10 children with four (4) conditions.

Report Contents: **Page**

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Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 7 DATE February 22, 2024	N
APPLICANT Deborah May	
REQUEST Conditional Use Permit	NTS

SITE HISTORY

The site is part of the 95-lot Lansdowne Subdivision, Unit One, which was approved by the Planning Commission in January 1972 and subsequently recorded in Mobile County Probate Court.

At its July 1998 meeting, the Board of Zoning Adjustment denied a variance request to allow a home-based day care for 12 children. The Board denied a similar request for a home-based day care for 10 children at its August 2022 meeting. Staff does not find evidence that the denials were appealed.

STAFF COMMENTS

Engineering Comments:

No comments.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare for ten (10) children in an R-1, Single-Family Residential Suburban District. The applicant currently runs a home daycare at the subject site, but is limited to a maximum of 5 children. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant does not indicate how many employees not living at the location will be working at the daycare. Furthermore, the site plan submitted does not depict any compliant parking spaces or maneuvering area, and it is unclear what site improvements currently exist as there are no labels. Aerial photos indicate there may be enough space for at least three (3) parking spaces, but a minimum of four (4) spaces are required for a 10-child daycare. This amount does not include the two (2) off-street parking spaces required for the dwelling or any employees. It should be noted that the site plan also does not illustrate any handicap accessible parking, which may be required by the Building Code. As such, if approved, a revised site plan should be required to illustrate parking and maneuvering sufficient to comply with the standards of Article 3, Section 64-3-12.A.3. of the UDC.

The applicant states in their application that the hours of operation of the daycare will be from 7:00 a.m. until 5:00 p.m., but does note that they are licensed to care for up to two (2) children after-hours, if needed. The applicant should be aware that, if approved, any changes to the hours of operation of the daycare may require additional Conditional Use Permit approval by the Planning Commission and City Council.

Home daycares require an enclosed outdoor play area, but, as mentioned, the site plan submitted does not label any existing site improvements, and no new site improvements appear to be proposed. As such, if approved, the site plan should be revised to illustrate a compliant outdoor play hour enclosed with a fence or wall that is at least four (4) feet in height.

Finally, it should be noted that, if approved, the daycare will be required to comply with the standards of the Building, Plumbing, Electrical, and Mechanical Codes for commercial daycares, in addition to Fire and Health Department Requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

(1) All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
(2) The following minimum amount of off-street parking must be provided:

   a. The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
   b. One (1) space for reach employee who is not a full-time permanent resident of the home; plus
   c. One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

(3) The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.

(4) The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
(5) The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
(6) The home must be the primary residence of the operator of the daycare.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4) Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE February 22, 2024

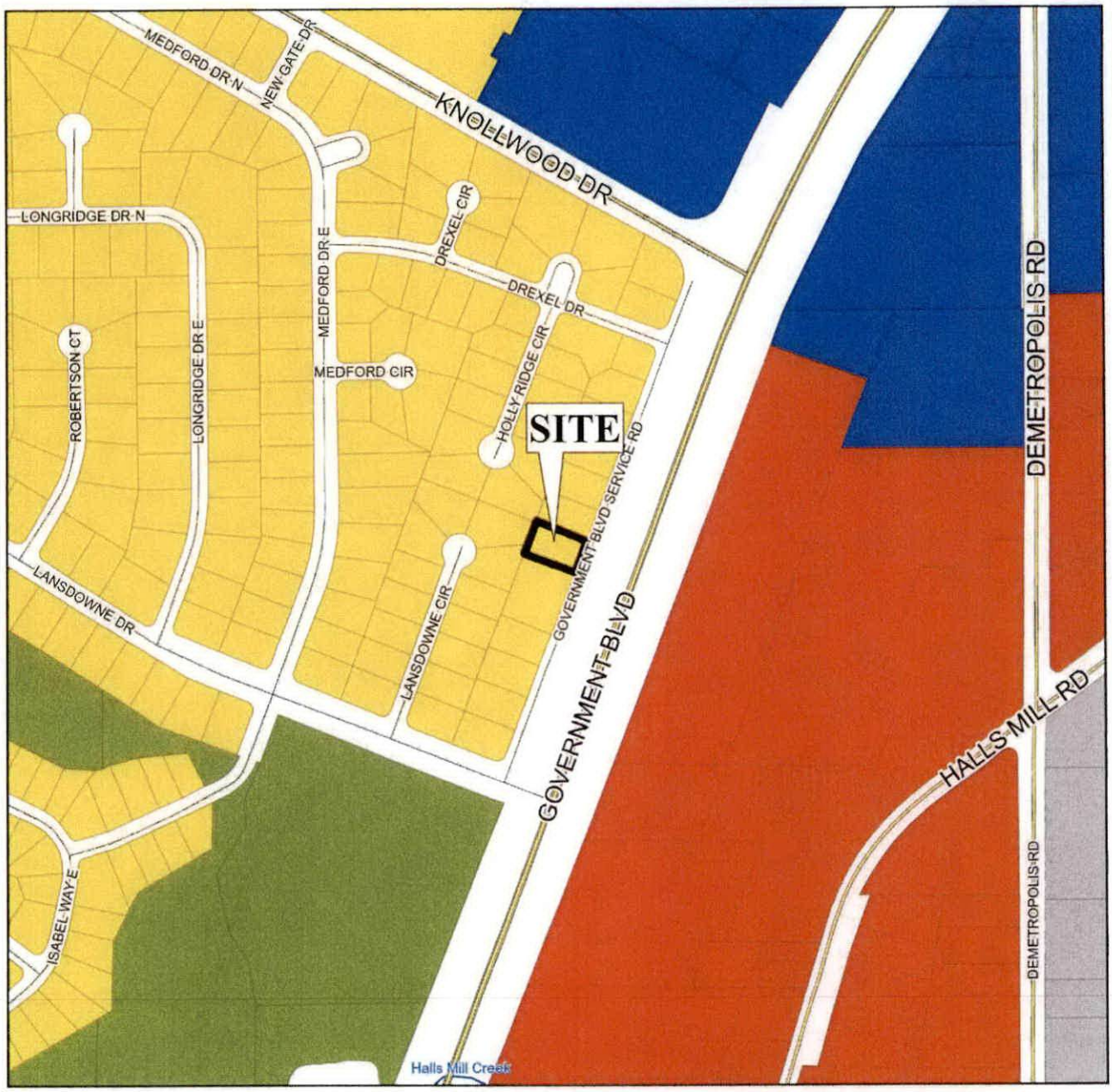
APPLICANT Deborah May

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

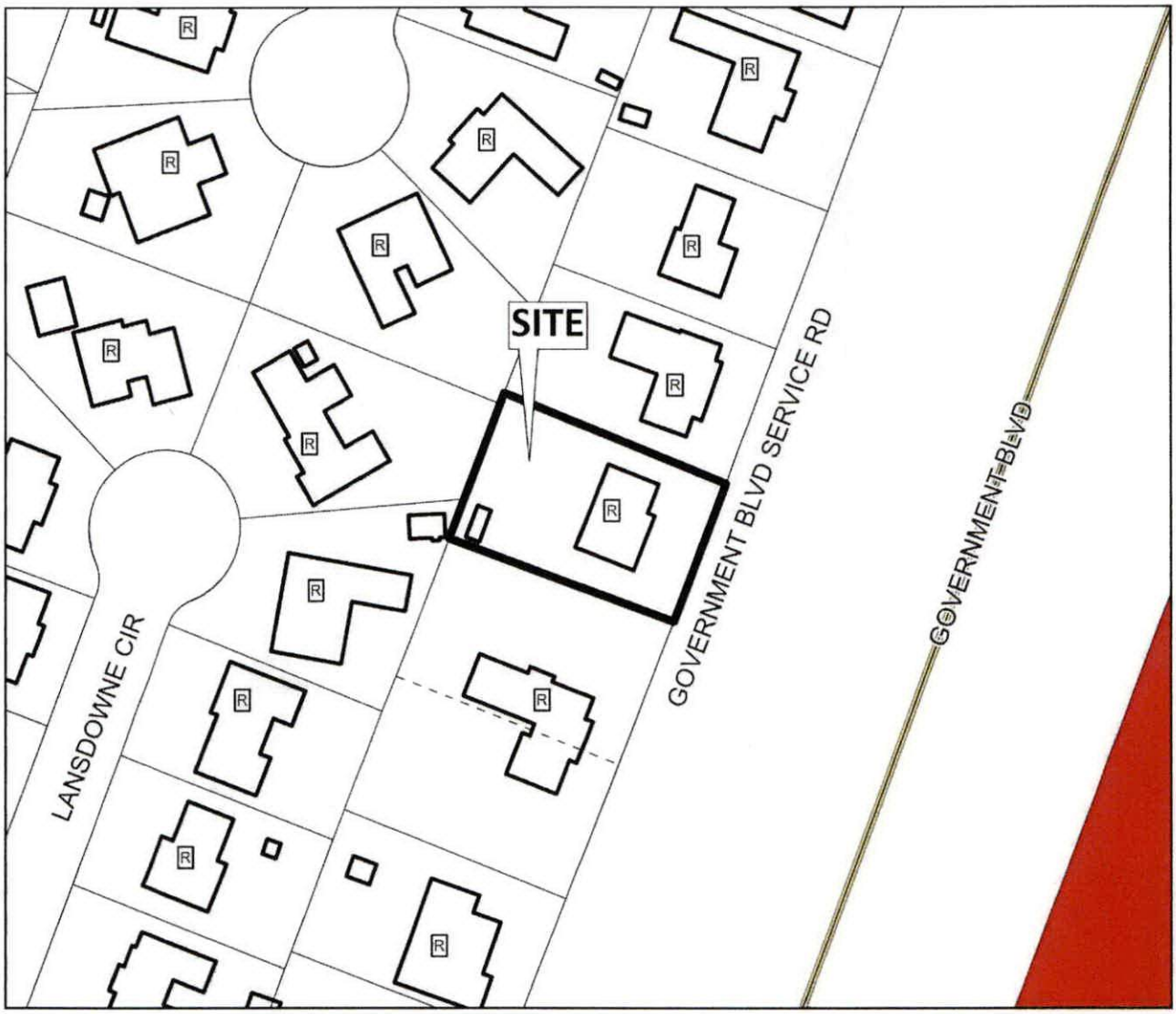
REQUEST Conditional Use Permit

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

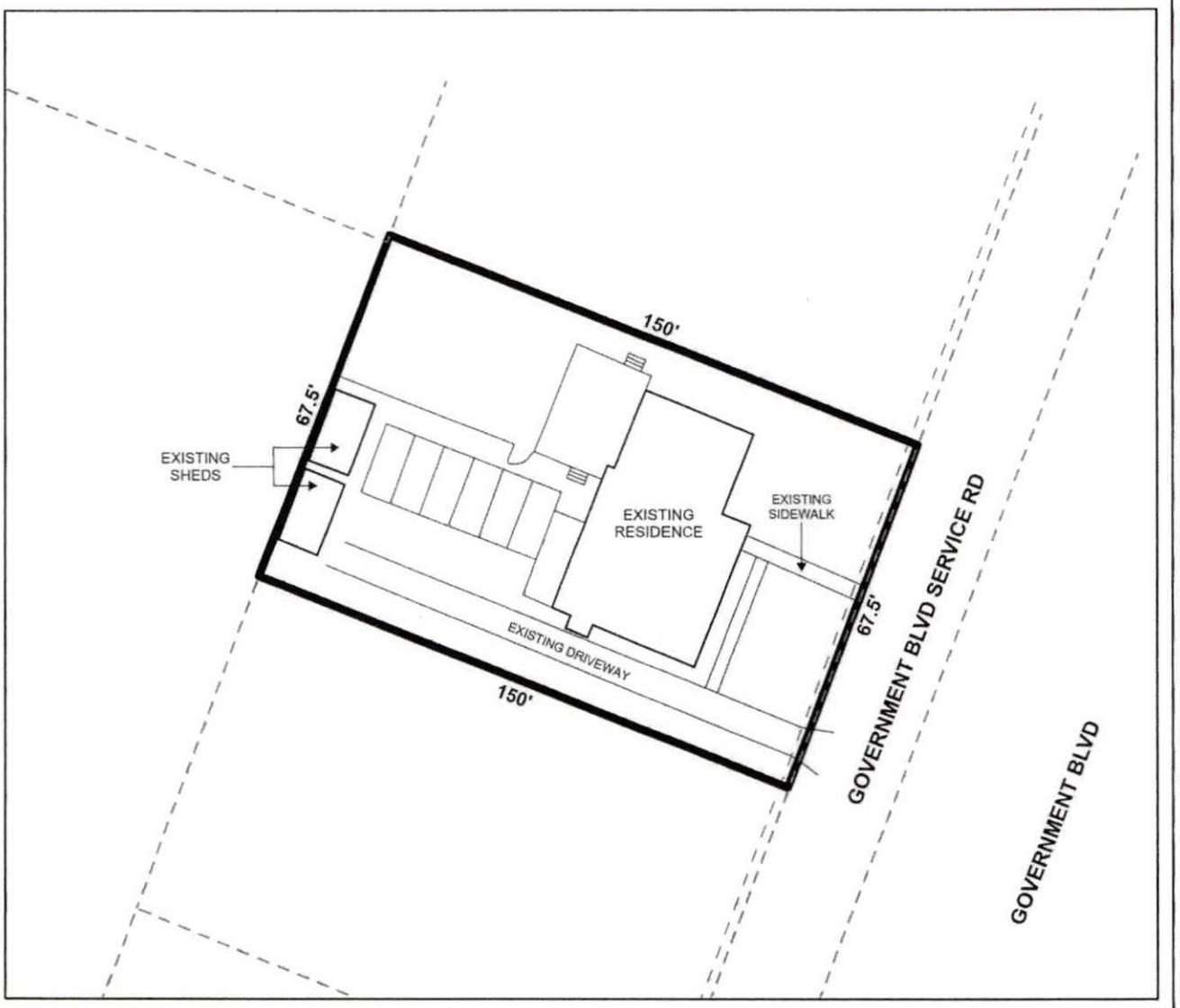
REQUEST Conditional Use Permit

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates an existing residence proposed to be used as a daycare facility.

APPLICATION NUMBER 7 DATE February 22, 2024	N
APPLICANT Deborah May	
REQUEST Conditional Use Permit	NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (W/DW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

Notice of Public Hearing for a Conditional Use Permit
for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **16th** day of **April**, **2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Chief Morris, Mobile Fire Rescue Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Law Enforcement Agency in the amount of $142,523.00 in support of the FY 2024 State Homeland Security Grant Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds $142,523.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	4/11/2024 - 11:51 AM
Legal	Kern, Chris	Approved	4/11/2024 - 12:15 PM
Legal	Kern, Chris	Approved	4/11/2024 - 12:20 PM
Mayors Office	Barber, James	Approved	4/11/2024 - 12:30 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the State of Alabama Law Enforcement Agency (ALEA), a Notice of Award for grant assistance in the amount of $142,523.00 for the FY 2024 State Homeland Security Grant Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the State of Alabama Law Enforcement Agency or the federal grantor. The Memorandum of Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Director Kim Carmody, Parks & Recreation

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Community Foundation of South Alabama in the amount of $20,000.00 in support of Parks & Recreation's after-school and summer programs. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds $20,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	4/11/2024 - 11:51 AM
Legal	Kern, Chris	Approved	4/11/2024 - 12:12 PM
Legal	Kern, Chris	Approved	4/11/2024 - 12:13 PM
Mayors Office	Barber, James	Approved	4/11/2024 - 12:30 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Community Foundation of South Alabama a Notice of Award for grant assistance in the amount of $20,000 to support after-school and summer programming at seven community centers in underserved neighborhoods. There is no match required for this grant, which will support the Parks & Recreation Department's engagement of children ages 5-12 during after-school hours and in the summer.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Community Foundation of South Alabama. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 2:06 PM

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 1650** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **April 8, 2024**

SUBJECT: **Weed Lien Group 1650 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1650.** Please place these on the City Council's Agenda for **Tuesday, April16, 2024**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1650	Res. No.
12/5/2023	LOTS TO BE DECLARED	58-1289
1/9/2024	LOTS FOR PUBLIC HEARING	58-027
4/16/2024	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2708 Ralston Rd	27064	31790	$ 478.04	5	
2	56 S Lafayette St	30152	31791	$ 238.16	2	
3	1567 Greenlawn Dr	30269	31792	$ 50.00	4	CBO
4	702 South Carolina St	30548	31793	$ 175.00	3	
5	462 Dexter St	32090	31794	$ 50.00	2	CBO
6	551 English St	31406	31795	$ 205.00	2	
7	220 Abrams St	26741	31796	$ 175.00	1	
8	1404 Melrose St	31973	31797	$ 50.00	3	CBO
9	1160 Arlington St	29176	31798	$ 315.00	3	
10	6875 Carol Plantation Rd	23342	31799	$ 334.04	4	
11	0 Harbor Dr E	15069	31800	$ 943.20	4	
	Par No. (32 03 07 0 001 093.XXX)					
12	2726 Emogene St	25899	31801	$ 50.00	1	CBO
13	4312 Midmost Dr	29370	31802	$ 50.00	5	CBO
14	610 Cedar St	25547	31803	$ 175.00	2	
15	163 Vipon Ave	30316	31804	$ 1,050.00	5	
16	1103 Basil St	29449	31805	$ 50.00	2	CBO
17	0 Basil St	29453	31806	$ 50.00	2	CBO
	Par No. (29 06 40 0 004 359.XXX)					
18	2653 Morningside Dr	30563	31807	$ 50.00	4	CBO
19	1856 Calmes St	30107	31808	$ 50.00	2	CBO
20	1755 Duval St	30102	31810	$ 562.00	3	
21	2859 Ralston Rd	31929	31811	$ -	5	N/A
				$ 5,100.44		

District total for this group

1	2	1
2	7	3
3	4	3
4	4	2
5	4	2
6	0	0
7	0	0
	21	11

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Gary Parker 4-9-24

Marchetta Waite 4-9-24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **BLACKMON CLARENCE L & DORA**

Address: **24188 COWPEN CREEK RD**

City, State, Zip: **ROBERTSDALE, AL 36567**

Group Number: **1650** Item # **1**

Lot Description: **LOT 71 BLK U WESTLAWN SUB MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 065.XXX) 2708 RALSTON RD**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		17,443	$	0.0125	$	**218.04**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**478.04**

Shelia E Dean
SECRETARY

Maychetta Davis
INSPECTOR

Amy Locke
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **SPENCER MICHAEL R**
C/O RACHEL JABLONSKI

Address: **14042 STATE HIGHWAY 181**

City, State, Zip: **FAIRHOPE, AL 36532**

Group Number: **1650** Item # **2**

Lot Description: **PCL A OF MCCAFFERTY S/D MBK 47/13 #SEC 45 T4S R1W #MP29 10 45 0 001 (29 10 45 0 001 121.001) 56 LAFAYETTE ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		11,693	$	0.0125	$	**146.16**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	6	$	7.00	$	**42.00**
		Total Project Cost:			$	**238.16**

Shelia E. Dean
SECRETARY

Marchetta Bartee
INSPECTOR

Jay Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **DELON WILLIAM T**

Address: **4420 HEADEN WAY**

City, State, Zip: **SANTA CLARA, CA 95054**

Group Number: **1650** Item # **3**

Lot Description: **LOT 90 MORNINGSIDE MANOR 1S T UNIT MBK 6 P 431-432 #SEC 5 T5S R1W #MP32 02 05 0 001 (32 02 05 0 001 064.XXX) 1567 GREENLAWN DR**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,794	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	50.00

Shelia E Dean
SECRETARY

Marchette Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **LAW DAVID K SR**

Address: **2101 BARRETTS LN**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1650** Item # **4**

Lot Description: **LOT 12 BLK 4 SIMS SECOND AD D DBK 120 P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 064.XXX) 702 SOUTH CAROLINA ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,513	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia E. Dean
SECRETARY

Marchetta Davis
INSPECTOR

Mary Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **MILLENDER LARRY L**
& DOROTHY Y MILLENDER

Address: **462 DEXTER AVE**

City, State, Zip: **MOBILE, AL 36604-1604**

Group Number: **1650** Item # **5**

Lot Description: **LOT 43 HOWELLS ADD DBK 156 P 398-399 #SEC 27 T4S R1W #MP29 10 27 2 002 (29 10 27 2 002 036.XXX) 462 DEXTER AVE**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	14,806	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E Dean
SECRETARY

Marchetta Waite
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **EASTERN SHORE AFFORDABLE HOUSING**

Address: **P. O. BOX 1832**

City, State, Zip: **FAIRHOPE, AL 36533**

Group Number: **1650** Item # **6**

Lot Description: **LOT 1 BLK 6 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 075.XXX) 551 ENGLISH ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,101	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		10	$	3.00	$	**30.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**205.00**

Sheila E Dean
SECRETARY

Marchetta Foster
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 8, 2024

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1650** Item # **7**

Lot Description: **COMG NW COR LOT 15 BLK 1 INGATE PLACE DBK 106 PG 86 RUN S ALG E/S EAST ST 92 FT TO BEG THEN E RIGHT ANGLE TO EAST ST 150 FT THEN S PAR TO EAST ST 46 FT THEN W RIGHT ANGLE TO EAST ST 150 FT THEN N ALG E/S EAST ST 46 FT TO BEG #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 090.XXX) 220 ABRAMS ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,900	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia E. Dean
SECRETARY

Marchetta Tate
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 8, 2024

Lot Owner: **M A K INCORPORATED**

Address: **13 SOUTH FLORDIA ST**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1650** Item # **8**

Lot Description: **LOT 17 SQUARE 1 MELROSE PLACE DBK 134 N S PG 562- 563 & COMM BEING KNOWN AS 1404 MELROSE ST #SEC 27 T4S R1W #MP29 10 27 3 003(29 10 27 3 003 027.XXX) 1404 MELROSE ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,735	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheliece Edwards
SECRETARY

Marsheth Tate
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 8, 2024

Lot Owner: **HUNTER J D**

C/O JOHNATHAN HUNTER

Address: **P. O. BOX 640356**

City, State, Zip: **PIKE ROAD, AL 36064-0356**

Group Number: **1650** Item # **9**

Lot Description: **LOT 2 BLK 3 BASCOMB TRT DBK 128 P 1 #SEC 34 T4S R1W #MP29 11 34 2 000 (29 11 34 2 000 017.XXX) 1160 ARLINGTON ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,960	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**315.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 8, 2024

Lot Owner: **SCAINI SHANNON S TRUSTEE OF THE**

CHERYL R REID TRUST

Address: **745 ELLSWORTH DR NW**

City, State, Zip: **ATLANTA, GA 30318**

Group Number: **1650** Item # **10**

Lot Description: **COMG AT THE SE COR OF SEC 4 T6S R2W RUN TH S 89 DEG 54 MIN W 317.9 FT TO A PT WHICH IS DIS 52 FT FROM THE C/L OF U S HWY 90 MEASURED AT RIGHT ANGLES TO SD C/L TH RUN N 32 DEG 16 MIN E PAR WITH SD C/L 490.20 FT TO A CONCRETE ROW MARKER TH CONT N 32 DEG 16 MIN E ALG THE NW ROW/L OF US HWY 90 A DIS OF 364.60 FT TO THE INTERSECTION OF THE NW ROW/ L OF U S HWY 90 WITH THE E ROW/L CAROL PLANTATION RD SD INTERSECTION BEING THE POB OF THE PPTY HEREIN DESC TH CONT ALG ROW/L U S HWY 90 RUN N 32 DEG 16 MIN E 173.90 FT TO A PT TH AT RIGHT ANGLES SD HWY RUN N 57 DEG 44 MIN W 157 FT TO A PT TH PAR WITH SD HWY RUN S 32 DEG 16 MIN W 93.60 FT TO A PT ON THE E ROW/L OF CAROL PLANTATION RD TH ALG THE E ROW/L OF CAROL PLANTATION RD RUN S 30 DEG 38 MIN E 176.36 FT TO THE POB OF THE PPTY HEREIN DESC BEING A PORTION OF SEC 3 & 4 T6S R2W #SEC 04 T6S R2W #MP38 02 04 4 000 (38 02 04 4 000 024.XXX) 6875 CAROL PLANTATION RD**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		22,723	$	0.0125	$	**284.04**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**334.04**

Shelia E Dean
SECRETARY

Maychetta Tarte
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **WEAVER GLENDA**

Address: **P. O. BOX 180158**

City, State, Zip: **MOBILE, AL 36618**

Group Number: **1650** Item # **11**

Lot Description: **SEC 7 T5S R1W BEG AT NW COR OF SEC 7 T5S R1W RUN S 3461.31 FT ALG SD SEC 7 TO PT TH N 44 DEG 36 MIN E 3045.14 FT TO POB OF PPTY HEREIN DESC TH CONT N 44 DEG 36 MIN E TO BDRY OF GULF MANOR 2ND ADD TH S 45 DEG 24 MIN E 300 FT TO PT TH S 48 DEG 00 MIN E 117.07 FT TO PT TH S 22 DEG 29 MIN E 18.42 FT TO PT TH ALG CURVE TO RT HAV RAD OF 1073.92 FT DIS OF 472.32 FT TO POB CONTG 1.10 ACS *** T A X D E E D N O . 2 8 1 0 *** #SEC 07 T5S R1W #MP32 03 07 0 001 (32 03 07 0 001 093.XXX) 0 HARBOR DR**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		34,576	$	0.0125	$	432.20
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	943.20

Shelia Deese
SECRETARY

Marquetta Jones
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **POWERS REBAL**

Address: **153 W BARATARA**

City, State, Zip: **CHICKASAW, AL 36611**

Group Number: **1650** Item # **12**

Lot Description: **LOT 5 BLK G RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 011.XXX) 2726 EMOGENE ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,997	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E. Dean
SECRETARY

Marchetta Dale
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 8, 2024

Lot Owner: **FARAH INVESTMENTS LLC**

Address: **5850 WEST THIRD ST #180**

City, State, Zip: **LOS ANGELES, CA 90036**

Group Number: **1650** Item # **13**

Lot Description: **LOT 13A RESUB OF LOT 13 DOWNTOWNER WEST UNIT ONE INSTRUMENT NUMBER 2020005831 (28 07 26 1 000 052.XXX) 758 DOWNTOWNER BLVD**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	53,138	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Dante
INSPECTOR

Tracy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **ANDERSON WILLIAM & ALBERTA**
C/O WALTER DAVIS

Address: **5661 PINE ST**

City, State, Zip: **HOUSTON, TX 77081-7309**

Group Number: **1650** Item # **14**

Lot Description: **LOT 6 BLK 9 STRAUSS 2ND ADD WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 152.XXX) 610 CEDAR ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,637	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	**175.00**

Shelia Edwards
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **BRADY PATRICK J**

Address: **35742 BOYKIN BLVD**

City, State, Zip: **LILLIAN, AL 36549**

Group Number: **1650** Item # **15**

Lot Description: **LOT 11 BLK F OF ELLINOR PL EXT MBK 4/68-70 EXC THAT PT OF LOT 11 BLK F MORE PARTIC DESC AS BEG AT PT OF INT OF S/L OF LOT 11 & VIPON AVE TH NLY ALG VIPON AVE 8 FT TO PT TH SELY TO PT ON S OF 46 FT E OF INT WITH VIPON AVE TH WLY ALG S/L OF LOT 11 DIS OF 46 FT TO POB ON VIPON AVE #SEC 23 T4S R1W #MP29 07 23 0 008 (29 07 23 0 008 070.XXX) 163 VIPON AVE**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,203	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	125	$	7.00	$	875.00
		Total Project Cost:			$	1,050.00

Sheila Eddleman
SECRETARY

Marchetta Foute
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **TRAINER SHIRLEY M**

Address: **1665 VAN DORN ST**

City, State, Zip: **MOBILE, AL 36605-2007**

Group Number: **1650** Item # **16**

Lot Description: **BEG AT PT ON S/S OF BASIL ST 45 FT WLY FROM SW COR OF BASIL ST 44.8 FT TO FENCE COR TH TURN AN ANG OF 94 DEG 2 MIN TO LT RUN SLY ALG SD FENCE 115.3 FT TO FENCE COR RUN TH ELY WITH AN ENCL ANG OF 89 DEG 19 MIN 45.9 FT TO FENCE COR RUN TH NLY WITH AN ENCL ANG OF 90 DEG 5 MIN ALG FENCE 111.6 FT TO S/L OF BASIL ST & PL OF BEG SURVEY OF MR WILLIAM B IRBY DTD 10/02/53 HERETO ATT SD PPTY BEING KNOWN AS 1103 BASIL ST #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 369.XXX) 1103 BASIL ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,334	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Eddleman
SECRETARY

Margaretta Tuite
INSPECTOR

Amy Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **DENNIS EARLINE M**

Address: **P. O. BOX 39023**

City, State, Zip: **BIRMINGHAM, AL 35208-0023**

Group Number: **1650** Item # **17**

Lot Description: **LOT 16 BLK 37 CAMP GROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 359.XXX) 0 BASIL/1101 BASIL ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,104	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Eckwear
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **PETTWAY CURTIS III C/O FEDERAL**
HOME LOAN MORTGAGE CORPORATION

Address: **6200 S QUEBEC ST STE 300**

City, State, Zip: **GREENWOOD VILLAGE, CO 80111**

Group Number: **1650** Item # **18**

Lot Description: **LOT 11 UNIT 4 MORNINGSIDE M ANOR MBK 9 P 118 #SEC 37 T5S R1W #MP32 02 37 0 005 (32 02 37 0 005 166.XXX) 2653 MORNINGSIDE DR**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,534	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Eckford
SECRETARY

Marchetta Tuite
INSPECTOR

Amy Baker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **HARMON CHARLES JR & DELOIS**
C/O SONYA HARMON
Address: **307 LEXINGTON AVE**
City, State, Zip: **MOBILE, AL 36603-5156**
Group Number: **1650** Item # **19**

Lot Description: **LOT 3 BLK 11 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 037.XXX) 1856 CALMES ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,391	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY
Marchetta Towle
INSPECTOR
Tony Lockett
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
April 8, 2024

Lot Owner: **PARRIS JERRAL**

Address: **2208 MAIN ST**

City, State, Zip: **ALTAMONT, TN 37301**

Group Number: **1650** Item # **20**

Lot Description: **LOT 3 BLK 2 RESUB OF BLK 2 AIR BASE PLACE MBK 4 PG 25 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 074.XXX) 1755 DUVAL ST**

Nuisance Date: 12/5/2023 Posting Date: 1/2/2024 Hearing Date: 1/9/2024

Date lot was cut: 4/1/2024 Contractor: Mrs. Tamara Bonner

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,480	$	0.0125	$	156.00
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	562.00

SECRETARY

INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 12:54 PM

60- 2024

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Firefighter Zachary A. Cranford (Emp #18559)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

From: McKenna, Benjamin <mckennab@cityofmobile.org>
Sent: Monday, March 18, 2024 6:21 AM
To: Trenier, A G <treniera@cityofmobile.org>
Cc: Miller, A B <millera@cityofmobile.org>
Subject: Zach Cranford for firefighter of the month

I would like to nominate Zachary Cranford for firefighter of the month. On March 9 at 2100 hours he stopped at a wreck to render first aid. He was returning home from dinner with his wife and infant. He ended up doing CPR and assisted with resuscitating a patient until Mobile County EMS arrived on scene. Not only is he a dedicated firefighter who will help patients while on or off duty, he is a great person. He is always willing and available for special assignments. He enjoys working with the community. He teaches EMS classes at the University of South Alabama and has taught many CPR classes in the community. Firefighter Cranford is very career oriented. Since he came to Mobile Fire Rescue in 2019, he has taken many Fire College classes, made swing driver early, completed paramedic and is currently on the driver's list. His actions on March 9 show he is a great firefighter and his actions since 2019 show that he is a dedicated employee of Mobile Fire Rescue as well as a compassionate servant to the citizens of Mobile. Please consider him for Firefighter of the Month.

District Chief Ben McKenna

District 4
Cell: (251)377-4517
email: mckennab@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Cory Penn

Purpose and Scope of Project:
Funds will be used to assist with Teacher's Appreciation Week.

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-01/10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	4/11/2024 - 2:05 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,000.00** to Ariel W. Holloway Elementary School from his discretionary funds; and

WHEREAS, Ariel W. Holloway Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Ariel W. Holloway Elementary School will be used to assist with Teacher's Appreciation Week, May 6-10, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to Ariel W. Holloway Elementary School for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01/10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JUST 4 DEVELOPMENTAL LABORATORY SCHOOL	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	4/11/2024 - 2:03 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,000.00** to Just 4 Development Laboratory from his discretionary funds; and

WHEREAS, Just 4 Development Laboratory, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Just 4 Development Laboratory will be used to assist with Teacher's Appreciation Week, May 6-10, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to Just 4 Development Laboratory for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with Teacher's Appreciation Week and Student Incentives for End of Year Testing

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - FOREST HILL ELEMENTARY SCHOOL	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	4/11/2024 - 2:01 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Penn wishes to appropriate **$1,000.00** to Forest Hill Elementary School from her discretionary funds; and

WHEREAS, Forest Hill Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Forest Hill Elementary School will be used to assist with Teacher's Appreciation Week and Student Incentives for End of Year Testing, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to Forest Hill Elementary School for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/15/2024 - 9:07 AM

60-356 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$5,000.00** to Prince of Peace Parish, Mobile from his discretionary funds*; and

WHEREAS, Prince of Peace Parish, Mobile is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Prince of Peace Parish, Mobile *will be used to assist with the Signature Community Gathering on May 31 – June 2, 2024,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to* Prince of Peace Parish, Mobile*, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Musco Sports Lighting LLC for new LED lighting equipment for Copeland Cox Tennis Center.
CIP equipment

Amount of Contract:

$548,000.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240408 Musco Agenda Package POs	Cover Memo	4/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 12:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6239	2024	(3032) ARCHITECTURAL ENGINEERING	NEW LED LIGHTING EQUIPMENT FOR COPELAND COX TENNIS CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$548,000.00	(278697) MUSCO SPORTS LIGHTING LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00006239-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	TENNIS CENTER
100 1ST AVENUE WEST	851 GAILLARD DRIVE
	MOBILE, AL 36608
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND PROJECT NUMBER 228435 AND SOURCEWELL CONTRACT 041123-MSL MASTER PROJECT 199030 SAM.GOV HAS NO LISTING			
001	SPORTSCLUSTER SYSTEM WITH TOTAL LIGHT CONTROL-TLC FOR LED TECHNOLOGY (BASE BID- COURTS 39-60)	1.00 EACH	324000.00000	324000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0943 .CAPEQUIPMT. .			324000.00

Ship To
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00006239-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	SPORTSCLUSTER SYSTEM WITH TOTAL LIGHT CONTROL-TLC FOR LED TECHNOLOLY (ALTERNATE 1)-COURTS 35-38	1.00 EACH	65000.00000	65000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0943 .CAPEQUIPMT. .			65000.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER			
003	LIGHT-STRUCTURE SYSTEM WITH TOTAL LIGHT CONTROL-TLC FOR LED TECNOLOGY (ALTERNATE 2)-COURTS 1-8 INCLUDES NEW POLES Additional Description Notes --- PER YOUR QUOTE DATED 12/20/23, MUSCO PROJECT#228435	1.00 EACH	159000.00000	159000.00

Bill To	Requisition 00006239-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	TENNIS CENTER
100 1ST AVENUE WEST	851 GAILLARD DRIVE
	MOBILE, AL 36608
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SOURCEWLL CONTRACT #:041123-MSL			
	FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @251.208.7635			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0943 .CAPEQUIPMT. .			159000.00

Ship To
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Deliver To
TENNIS CENTER
851 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 548000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0943 .CAPEQUIPMT. .	548000.00	2000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.		

Bill To	Requisition 00006239-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/24	278697				ARCHITECTURAL ENGINEERING

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	EQUIPMENT (GREATER $5000)	548000.00	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	03/22/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	03/22/24	CASSIE BOATWRIGHT	
Approved	03/22/24	BRENDA RHODES	
Approved	03/22/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/22/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	04/05/24	SANDRA LEWIS	
Approved	04/05/24	DONALD ROSE	Auto approved by: 910518227
Approved	04/05/24	SANDRA LEWIS	
Approved	04/05/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	04/05/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	04/05/24	JOHN PAINE	Auto approved by: 910518227
Approved	04/05/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

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administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

Quote

Date: December 20, 2023

Project: Mobile Tennis Center LED
Mobile, Alabama
Musco Project Number: 228435

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Only Delivered to Job Site

Base Bid – Courts 39-60 ..... ***$324,000.00***
Alternate 1 – Courts 35-38 ..... ***$65,000.00***
Alternate 2: Courts 1-8 (includes new poles) ***$159,000.00***

2 Courts – 12' spacing: 1-8, 35-38, 51-52, 57-60
6 Courts – 12' spacing: 39-44, 45-50, 53-56

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.

SportsCluster® System with Total Light Control – TLC for LED™ technology (Base Bid & Alternate 1)

System Description

- Factory aimed and assembled luminaires,
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Light-Structure System™ with Total Light Control – TLC for LED™ technology (Alternate 2)

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

2016, 2023 Musco Sports Lighting, LLC • M-2168-enUS-14

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement
- Structural code and wind speed = 2021 IBC, 150 mph, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost **(Alternate 2)**.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Gaines Todd
Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 334-313-2176
E-mail: gaines.todd@musco.com

2016, 2023 Musco Sports Lighting, LLC • M-2168-enUS-14

CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL: 03/07/2024 NOVUS or ADOBE

DATE OF ROUTING: ROUTING TYPE: PO

PROJECT MANAGER: Shannon McIntyre SECRETARY III

PROJECT NAME:	Copeland-Cox Tennis Center - Electrical Upgrades	✓	
PROJECT LOCATION:	651 Gaillard Drive, Mobile, Alabama 36608	✓	
PROJECT #:	PR-037-23	✓	
VENDOR NAME:	Musco Lighting	✓	
MUNIS VENDOR #:	278697		
CONTRACT AMOUNT:	$ 548,000.00 RETAINAGE HELD? Y or N: n	✓	
CIP-FUNDED:	YES: ✓ NO:	✓	
FUNDING ACCOUNT #:	C0943	✓	
WAS AVAILABLE BALANCE VERIFIED:		✓	

RESOLUTION		
CAPITAL CONTRACT SUMMARY SHEET		
CONTRACT WITH VENDOR SIGNATURE		
CONTRACT WITH NOTARY (ALL CONTRACTS OVER $15K)		
SCOPE OF WORK EXHIBIT		
BID / QUOTE FORM		
BONDS (CONSTRUCTION CONTRACTS OVER $50K)		
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER		
SECRETARY OF STATE FORM		
E-VERIFY		
CERTIFICATE OF INSURANCE		
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)		
AGENDA ITEM SUMMARY SHEET		

CONTRACT TYPE ◯ DESIGN ◯ CONSTRUCTION ◯ SERVICE ◉ OTHER:

ORIGINAL FUNDING SOURCE C0943 **DBE WAIVER %** n/a

BRIEF SCOPE OF WORK SUMMARY:

The purchase of LED lights and poles from Musco Lighting through Sourcewell.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES		
A/E DESIGN FEE		
GEOTECHNICAL FEE		
SURVEY FEE		**TOTAL**
CONSTRUCTION COST		
CONTINGENCY ALLOWANCE		
OTHER		**TOTAL**

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP				(DATE)
DESIGN DELIVERABLES	SCHEMATIC DESIGN		(WEEKS)	(DATE)
	DESIGN DEVELOPMENT		(WEEKS)	(DATE)
	CONSTRUCTION DOCUMENTS		(WEEKS)	(DATE)
ADVERTISEMENT - BID & AWARD			(WEEKS)	(DATE)
CONSTRUCTION COMPLETION			(WEEKS)	(DATE)

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Christopher Kern, Legal, Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Resolution authorizing agreements and Warranty Deed with Alabama Department of Transportation (ALDOT) for I-10 Mobile River Bridge and Bayway Corridor Preservation Project

Amount of Contract:

$1.00 per year for 10 years then market price

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/10/2024
ROW Agreement & Addendum	Exhibit	4/10/2024
Exhibit A-Tract 44 Fee Simple Warranty Deed with Plat	Exhibit	4/10/2024
Exhibit B - Revised	Exhibit	4/10/2024
Exhibit C - Tract 44 Lease Agreement	Exhibit	4/10/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	4/10/2024 - 11:32 AM
Accounting	Angle, Laura	Approved	4/11/2024 - 12:09 PM
Legal	Kern, Chris	Approved	4/11/2024 - 12:11 PM
Legal	Kern, Chris	Approved	4/11/2024 - 12:11 PM
Mayors Office	Barber, James	Approved	4/11/2024 - 12:32 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, as follows:

WHEREAS, the State of Alabama, acting by and through the Alabama Department of Transportation ("ALDOT") is undertaking a project known as the I-10 Mobile River Bridge and Bayway Corridor Preservation Project ("Project"), a substantial portion of which lies within the City of Mobile; and

WHEREAS, the City recognizes that the Project will provide much needed improvements to the I-10 facilities through Mobile and over the Mobile River and Mobile Bay, which improvements will be beneficial to the City and its citizens; and

WHEREAS, in connection with the Project, the State needs to acquire from the City as part of the Project right-of-way .01 acre and all improvements thereon including, without limitation, concrete slab, chain link and barbed wire fence, and 125 ton mooring bollard (collectively "Tract 44"). Also, in connection with the Project, ALDOT seeks the transfer from the City of eight right-of-way segments as further detailed below. Tract 44 and one of the right-of-way segments, Segment 5-Eslava Street (hereinafter "Eslava Street Segment"), are used by the City in connection with the operation of its Cruise Terminal as further addressed below; and

WHEREAS, the City has determined that fee simple ownership of Tract 44 and the Eslava Street Segment (or ownership of a right-of-way or easement interest in such Segment) is not necessary for the City to continue to conduct operations at the Cruise Terminal and that municipal purposes may be fully accomplished through a lease of said property from ALDOT to the City; and

WHEREAS, ALDOT currently leases to the City a mooring bollard used in connection with the operation of the Cruise Terminal located in the Mobile River just east of the old Bender Shipyard property, south of the Cruise Terminal, which lease will be terminated and such bollard removed as part of ALDOT's Project, however, ALDOT has agreed to lease to the City an area approximately 20 feet by 50 feet comprising the easternmost margin of the property designated Tract 28 on the Project (the old Southern Fish and Oyster property) on which the City will, at its expense, install a replacement mooring bollard in the southwest corner of said strip (such land and bollard hereinafter "Relocated Bollard");

WHEREAS, ALDOT has requested that the City convey simple title in Tract 44 to ALDOT in consideration of the benefits flowing to the City and its citizens from the Project and the consideration flowing to the City from the leasing of Tract 44, the Eslava Street Segment, and the Relocated Bollard, as well as from the transfer of the other seven segments of right-of-way from the City to ALDOT for which ALDOT will then have responsibility, as to which the City is agreeable; and

WHEREAS, the City Council specifically finds that it serves a public purpose to assist ALDOT in the completion of the Project by implementing the transfers described herein;

NOW, THEREFORE, the City Council further RESOLVES:

1. The City Council hereby approves the Agreement with Addendum attached as Exhibit 1 hereto ("Agreement").

2. The City Council finds that fee simple ownership of Tract 44 is not necessary for the City to accomplish its municipal purposes and therefore the Council hereby approves the conveyance of Tract 44 to ALDOT by warranty deed substantially in the form of Exhibit A to the Agreement.

3. The City Council finds that ownership in fee simple or a right-of-way or easement interest in the eight right-of-way segments to be transferred to ALDOT is not needed for municipal purposes. Accordingly, the City Council hereby approves such transfers and hereby does transfer the following right-of-way segments to ALDOT upon which ALDOT will have ownership and control of such segments: Segment 1 – South Carolina-Lawrence Street; Segment 2 – unnamed road (located west of South Franklin Street); Segment 3 – South Franklin Street (east of Virginia Street); Segment 4 – New Jersey Street (north of South Conception Street); Segment 5 – Eslava Street; Segment 6 – Claiborne Street (east of South Joachim Street and north of South Jackson Street near the Civic Center); Segment 7 – Madison Street (portions lying east and west of Royal Street); and Segment 8 – Canal Street (portion west of St. Emanuel Street and east of Water Street). The Mayor and City Clerk are hereby authorized and directed to execute such other instruments as may be needed, if any, to effect these transfers. The right-of-way segments to be so transferred are more specifically described and depicted in Exhibit B attached to the Agreement.

4. The City Council hereby approves the City entering into a lease with ALDOT under which the City will lease Tract 44, the Eslava Street Segment, and the Relocated Bollard location on the terms and substantially in the form of the lease attached as Exhibit C to the Agreement.

5. The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement with ALDOT providing for the transactions outlined and approved herein, the warranty deed conveying fee simple title in Tract 44 to ALDOT, the lease by ALDOT to the City of Tract 44, the Eslava Street Segment, and Relocated Bollard, and, such other documents, if any, as may be needed to effect the transfer of the eight right-of-way segments made the subject of this Resolution as aforesaid. The Mayor and City Clerk are

hereby further authorized and directed to execute all such other documents and take all such other actions as may be reasonably needed to effect all of the actions contemplated and approved by this Resolution.

Adopted: _____

_____
Lisa C. Lambert
City Clerk

EXHIBIT
1

Form ROW-12-A
Rev. 8/20

AGREEMENT
(Fee simple)

MOBILE COUNTY)
STATE OF ALABAMA) Project No. ST-049-I10-006

This Agreement is made between the State of Alabama, acting by and through its Department of Transportation ("State"), and the City of Mobile, Alabama ("City"), and both parties agree as follows:

1. The State agrees to purchase in fee simple from the City certain property, known as Right of Way Tract No. 44 of public highway Project Number ST-049-I10-006 (hereinafter "Project"), as identified from the records of the Alabama Department of Transportation, for the purpose of constructing and maintaining a public highway from approximate Station 516 to approximate Station 517 as shown by the right of way map of said Project.

2. The City agrees to sell and convey the property to the State in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the State, upon payment of the sum of $0 ****** dollars to the City by the State, at the time of delivery of such deed. The City agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The City understands the above-mentioned sum includes payment for the following:

> Approximately .01 acre of land and all improvements thereon, including without limitation, concrete slab, chain-link and barbed wire fencing, and 125 ton mooring bollard (hereinafter collectively "Tract 44"),

and excludes payment for the following items appraised as personal property:

Not applicable.

3. The City agrees that the State shall have the right to enter the remaining land of the City, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

4. The State agrees that, in addition to the above sum to be paid to the City, the following work and/or construction is to be performed by the State as a right of way concession and/or mitigation of damages without cost to the City:

Not applicable.

5. The State agrees to pay the sum of _____ dollars to the City upon the satisfactory completion of the following work:

Not applicable.

which work shall be completed within ____ days from the date of notification of the approval of the terms of this agreement.

6. Exceptions and additional conditions:

**** See attached addendum.**

The rights provided for in this Agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the ____ day of _____, 2024.

The City of Mobile, Alabama

_____
By: William S. Stimpson
As its: Mayor

Attest:

_____
Lisa C. Lambert
As its: City Clerk

The Alabama Department of Transportation

_____
By: Matthew Ericksen, P.E.
As its: Region Engineer

ADDENDUM TO AGREEMENT

This Addendum is made as part of the Agreement between the State and the City, inter alia, for the acquisition of Tract 44 on the Project, to wit:

A. In connection with the Project the State needs to acquire from the City the property designated Tract 44, which property comprises part of the City's existing Mobile Cruise Terminal. The property will be conveyed by warranty deed for consideration to the City as set out below. Said deed shall be substantially in the form of Exhibit A hereto.

B. The City acknowledges that it has the right to receive just compensation for Tract 44 determined based on an appraisal and that by offer letter dated June 13, 2019, the State made a written offer to acquire the property for the just compensation as determined by the State based on an appraisal. In recognition of the benefits flowing to the City and its citizens as a result of the Project, and other consideration flowing to the City under this Agreement and the lease provided for in Section D below, the City has determined to make such conveyance to the State for such consideration.

C. Additionally, the State needs to acquire the easternmost approximately 80 feet of the City's Eslava Street right-of-way and the improvements thereon including, without limitation, concrete walk, mooring bollard, fencing, and landscaping (this property is bounded on the east by the Mobile River and is situated between the City's Cruise Terminal and Tract 28 on the Project), which property and improvements also comprise part of the City's Cruise Terminal (hereinafter "Eslava Street ROW"). The acquisition of the Eslava Street ROW will be effected by right-of-way transfer to be made by Resolution of the Mobile City Council, in connection with the transfer of seven additional segments of right-of-way elsewhere along the Project. The eight right-of-way segments to be transferred to the State are described and depicted in Exhibit B.

D. The City has determined that while it needs continued access to and use of Tract 44 and the Eslava Street ROW in connection with the operation of its Cruise Terminal, it does not require fee simple ownership or a right-of-way or easement interest in the land, or ownership of said improvements, to accomplish its municipal purposes. Accordingly, the City will convey fee simple title in Tract 44 and transfer of the Eslava Street ROW segment, and ownership of all improvements on said properties to the State, in consideration of the State, subject to the approval of the Federal Highway Administration ("FHWA"), leasing said property and improvements back to the City and including in such Lease an approximately 20 feet by 55 feet strip comprising the easternmost margin of the upland of Tract 28 on the Project on which the City will install an additional mooring bollard in the southwest corner of said strip to be used in connection with its Cruise Terminal operations. Said Lease shall be for initial term of five (5) years and renewable for up to three (3) additional five (5) year terms by the City provided that said Cruise Terminal remains in operation by the City. Rent for the initial and first renewal term if exercised by the City will be $1.00 and other consideration in the form of the conveyance and right-of-way transfers to the State. In the event the City exercises the second and/or third renewal terms, the City will pay rent for said property determined in accordance with then applicable federal regulations and/or the State's Right-of-Way Manual.

The Leased Premises will be part of a federal interstate facility being operated by Lessor. As a result, in accordance with applicable federal regulations, including without limitation 23 CFR § 710.405, the leasehold shall at all times be subject to the right of the State to enter upon and co-extensively use the leased premises and representatives of Lessor and the Federal Highway Administration (" FHWA") shall at all times have access to the Leased Premises for inspection, maintenance, operation, and reconstruction of the Project as may be needed as determined by FHWA or Lessor. Lessee understands and agrees that should FHWA or Lessor determine that Lessee's use of the Leased Premises is no longer consistent with the continued use, operation, maintenance, and safety of the interstate facility, or otherwise impairs or interferes with the free and safe flow of traffic, this Lease may be revoked or suspended. In such event during the second or third renewal term rent will be appropriately prorated or abated, as the case may be. Said lease shall be on the terms and substantially in the form of

Exhibit C hereto. In addition to the benefits of the Project to the City and its citizens and the benefits of such Lease, the State's acceptance of the right-of-way transfers and responsibility therefor in the future operates as additional consideration to the City.

E. In the area of Tract 44 and the Eslava Street ROW the construction on the Project will consist of a portion of the elevated bridge approximately 230 feet above the surface of the land, with the west side main tower to be located approximately 100 feet southwestward at the closest point. Accordingly, this Agreement reflects the current understanding of State and City that their respective public uses of the same property can co-exist and this Agreement, as well as the transfer of the Eslava Street ROW and lease, are made to provide for such co-extensive use again, provided, that such lease shall be subject to approval by FHWA and that the State's rights in said property and the use thereof in connection with the Project, if so needed, shall at all times be paramount.

EXHIBIT
A

This Instrument Prepared By:
Kenneth A. Watson, Esq.
Jones Walker, LLP
11 North Water Street
Suite 1200
Mobile, AL 36602

STATE OF ALABAMA)	**PROJECT NO.**	**ST-049-I10-006**
	CPMS PROJ. NO.	**100067521**
COUNTY OF MOBILE)	**TRACT NO.**	**44**
	DATE:	**_____, 2024**

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $0.00 dollar(s), and other good and valuable consideration received by the undersigned from the **State of Alabama, Department of Transportation**, the receipt of which is hereby acknowledged, the undersigned **City of Mobile, Alabama**, a municipal corporation ("Grantor"), has this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the **State of Alabama, Department of Transportation** the following described property:

A part of Section 24, Township 4-S, Range 1-W, identified as Tract No. 44 on Project No. ST-049-I10-006 in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a found cap iron at the intersection of the present north R/W line of Eslava St. and the present east R/W line of CSX Railroad;

thence easterly and along the present north R/W line of Eslava St. a distance of 343 feet, more or less, to a point on the acquired R/W line (said point offset 106.44' LT and perpendicular to centerline of project at station 516+56.20), which is the point and place of BEGINNING;

thence N 54°31'35" E and along the acquired R/W line a distance of 42.02 feet to a point on the grantor's east property line (said point offset 106.44' LT of the centerline of project);

thence S 3°52'17" W and along the grantor's said property line a distance of 25.86 feet to a point on the present north R/W line of Eslava St.,

thence N 87°30'21" W and along said present R/W line a distance of 32.51 feet to the point and place of BEGINNING, containing 0.01 acre(s), more or less

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the State of Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, the Grantor, for itself and its successors, and assigns, covenant to and with the State of Alabama that it is lawfully

seized and possessed in fee simple of said tract or parcel of land hereinabove described; that it has a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, 2023, last past, and which is to be paid by the Grantor; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR HEREIN FURTHER COVENANTS AND AGREES, that the purchase price above-stated is in full compensation to it for this conveyance, and does hereby release the State of Alabama and all of its employees and officers from any and all damages to its remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, Grantor has set its hand and seal this the _____ day of _____, 2024.

The City of Mobile, Alabama

_____
By: William S. Stimpson
As its: Mayor

Attest:

_____
Lisa C. Lambert
As its: City Clerk

ACKNOWLEDGMENT

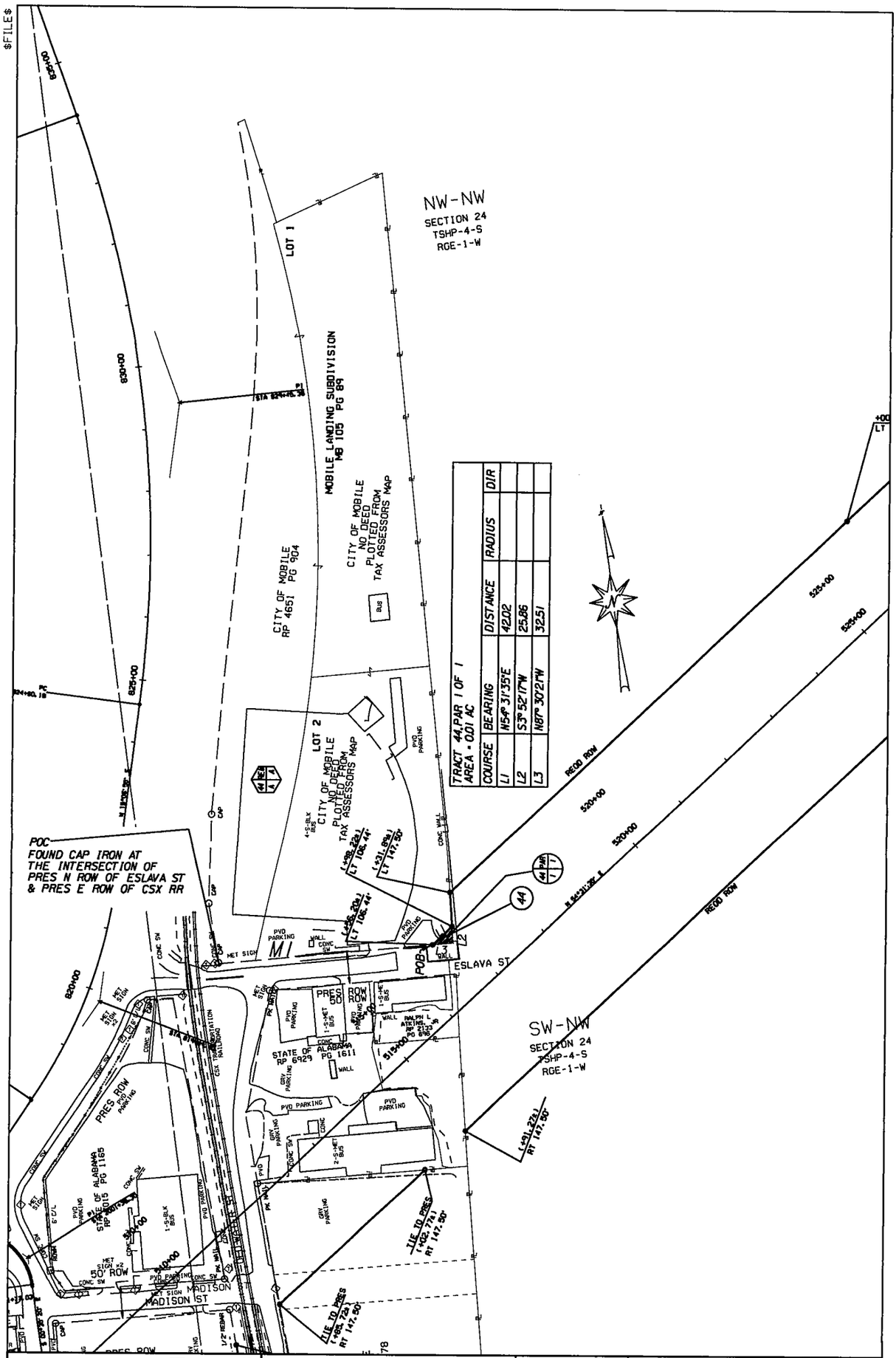
STATE OF ALABAMA

MOBILE COUNTY

I, as Notary Public in and for said County, in said State, hereby certify that **William S. Stimpson** whose name as Mayor of the City of Mobile, and **Lisa C. Lambert** as City Clerk of the City of Mobile, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand this _____ day of _____, 2024.

_____
(SEAL) Notary Public
My Commission expires: _____



Tract #:	44	**Scale:**	1"=200'
Grantor(s)		**State:**	Alabama
CITY OF MOBILE		**County:**	Mobile
Total Before:	8.27 AC	**Project:**	ST-049-I10-006
Total Acquired:	0.01 AC	**CPMS #:**	100067521
Total Remainder:	8.26 AC	**Date:**	15-Jan-19
THIS IS NOT A BOUNDARY SURVEY		**Sketch:**	1 OF 1

Segments 1 thru 8 Descriptions

Segment 1 Description: S. Lawrence St. and S. Carolina St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at point on the acquired R/W line of I-10 as shown on the R/W map of Project ST-049-I10-006 (said point that is offset 241.30' RT from centerline of project and tied to the present east R/W line of S. Lawrence St.);

Thence Southwesterly along a line a distance of 110 feet to a point on the acquired R/W line of I-10 of said project (said point that is offset 243.00' RT from centerline of project and tied to the intersection of the present west R/W line of S. Lawrence St. and the present south R/W line of S. Carolina St.);

Thence Westerly along the said R/W line of S. Carolina St. a distance of 110 feet to a point on the present south R/W line of I-10;

Thence Northeasterly along the said R/W line of I-10 a distance of 67 feet to a point on the present north R/W line of S. Carolina St.;

Thence Easterly along the said R/W line of S. Carolina St. a distance of 66 feet to a point of intersection with the present west R/W line of S. Lawrence St.;

Thence Northey along the said R/W line of S. Lawrence St. a distance of 73 feet to a point on the present south R/W line of I-10;

Thence Northeasterly along the said R/W line of I-10 a distance of 74 feet to a point on the present east R/W line of S. Lawrence St.;

Thence Southerly along the said R/W line of S. Lawrence St. a distance of 80 feet to the point and place of BEGINNING of the transfer, containing 0.22 acre(s), more or less.

Segment 2 Description: S. Franklin St. and N. Carolina St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at point on the acquired R/W line of I-10 as shown on the R/W map of Project ST-049-I10-006 (said point that is offset 596.90' RT from centerline of project and tied to the present west R/W line of S. Franklin St.);

Thence Northerly along the said R/W line of S. Franklin St. a distance of 62 feet to a point on intersection with the present south R/W line of N. Carolina St.);

Thence Westerly along the said R/W line of N. Carolina St. a distance of 76 feet to a point on the present east R/W line of the S. Lawrence St. and S. Franklin St. connector;

Thence Northeasterly along a line a distance of 164 feet to a point on the present south R/W line of N. Carolina St. (relocated) intersecting with the present east R/W line of S. Franklin St.;

Thence Southerly along the said R/W line of S. Franklin St. a distance of 83 feet to a point of intersection with the previously vacated south R/W line of N. Carolina St.;

Thence Southwesterly along a line a distance of 89 feet to the point and place of BEGINNING of the transfer, containing 0.18 acre(s), more or less.

Segment 3 Description: S. Franklin St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

All that portion of S. Franklin St. (50' R/W) lying north of the present north R/W line of Virginia St. extending northward 492 feet to the previously vacated S. Franklin St. R/W, containing 0.56 acre(s), more or less.

Segment 4 Description: New Jersey St. Transfer

A part of Section 26, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

All that portion of New Jersey St. (40' R/W) lying west of the present west R/W line of S. Conception St. extending westward 238 feet to the present south R/W of I-10, containing 0.21 acre(s), more or less.

Segment 5 Description: Eslava St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

All that portion of Eslava St. (50' R/W) lying west of the Bulkhead/Pier line on the west side of the Mobile River extending westward 80 feet, containing 0.08 acre(s), more or less.

Segment 6 Description: S. Claiborne St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at a R/W monument located on the present north R/W line of I-10 (AKA the present west R/W line of S. Claiborne St.) and as shown on the R/W map of Project I-10-1(5);

Thence Northerly along the said R/W line of S. Claiborne St. a distance of 406 feet to a R/W monument on the present north R/W line of I-10 of said project;

Thence Southeasterly along the said R/W line of I-10 a distance of 181 feet to a R/W monument on the said present R/W line of I-10 of said project;

Thence Southerly along the said R/W line of I-10 a distance of 198 feet to a point on the said present R/W line of I-10;

Thence Southwesterly along the said R/W line of I-10 a distance of 64 feet to the point and place of BEGINNING of the transfer, containing 0.38 acre(s), more or less.

Segment 7 Description: Madison St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Parcel 1:

All that portion of Madison St. (50' R/W) lying west of the present west R/W line of S. Royal St. extending westward 120 feet to the present southeast R/W line of Water St., containing 0.14 acre(s), more or less.

Parcel 2:

All that portion of Madison St. (50' R/W) lying east of the present east R/W line of S. Royal St. extending eastward 278 feet to the present west R/W line of CSX Railroad/Old Water St., containing 0.33 acre(s), more or less.

Segment 8 Description: Canal St. Transfer

A part of Section 23, Township 4-S, Range 1-W, located in Mobile County, Alabama and being more fully described as follows:

Beginning at the intersection of the present south R/W line of Canal St. with the present west R/W line S. Emanuel St.;

Thence Westerly along the said R/W line of Canal St. a distance of 245 feet to a ROW monument on the present south R/W line of I-10 and as shown on the R/W map of Project I-10-1(5);

Thence Northeasterly along a line a distance of 152 feet to a point on the present north R/W line of Canal St.;

Thence Easterly along the said R/W line of Canal St. a distance of 107 feet to a point on the said R/W line of Canal St.;

Thence southerly along a line a distance of 50 feet to the point and place of BEGINNING of the transfer, containing 0.21 acre(s), more or less.

Exhibit B : Page 4 of 5
Segments: 1, 2, 3 & 4

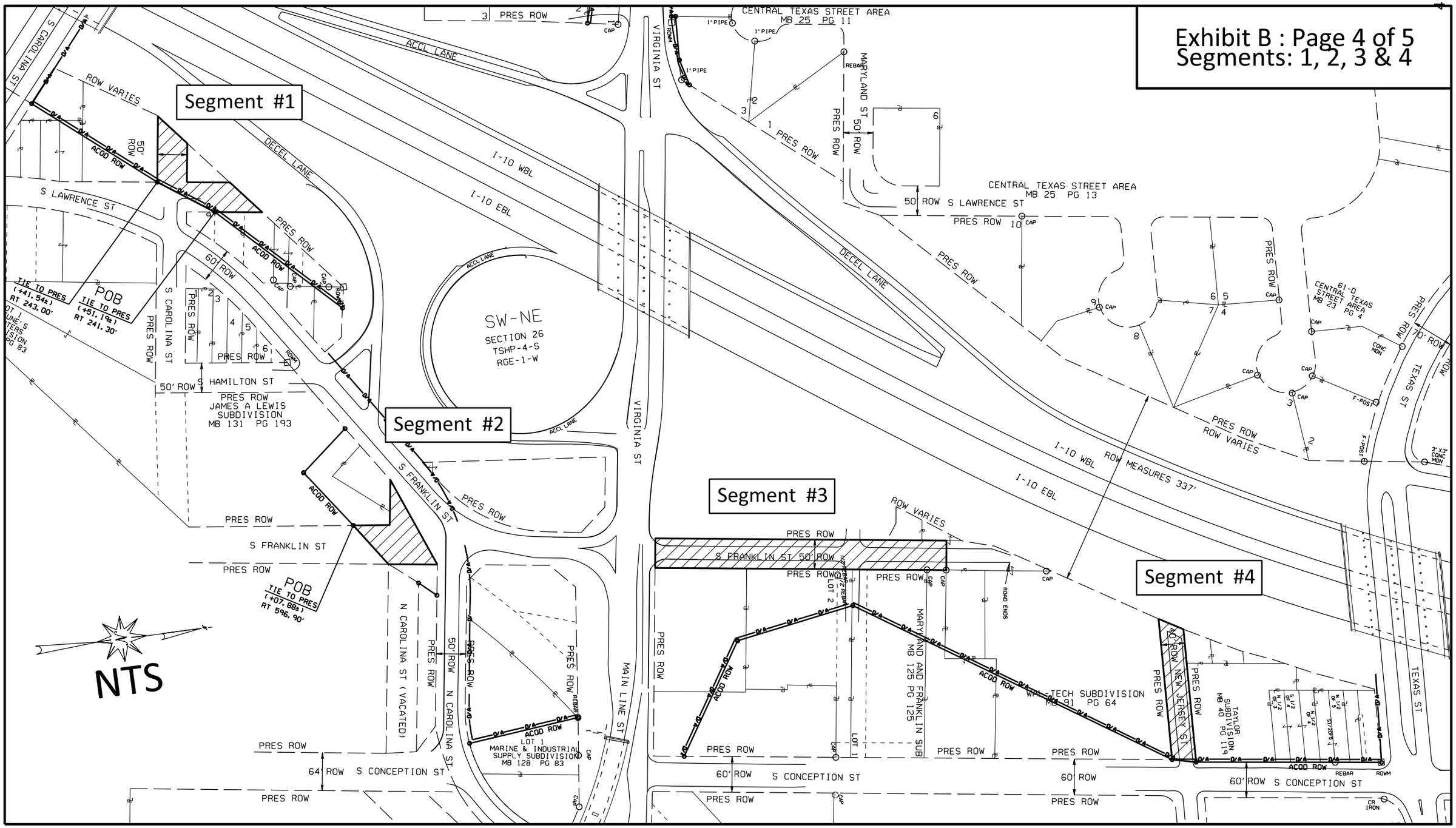


Exhibit B : Page 5 of 5
Segments: 5, 6, 7 & 8

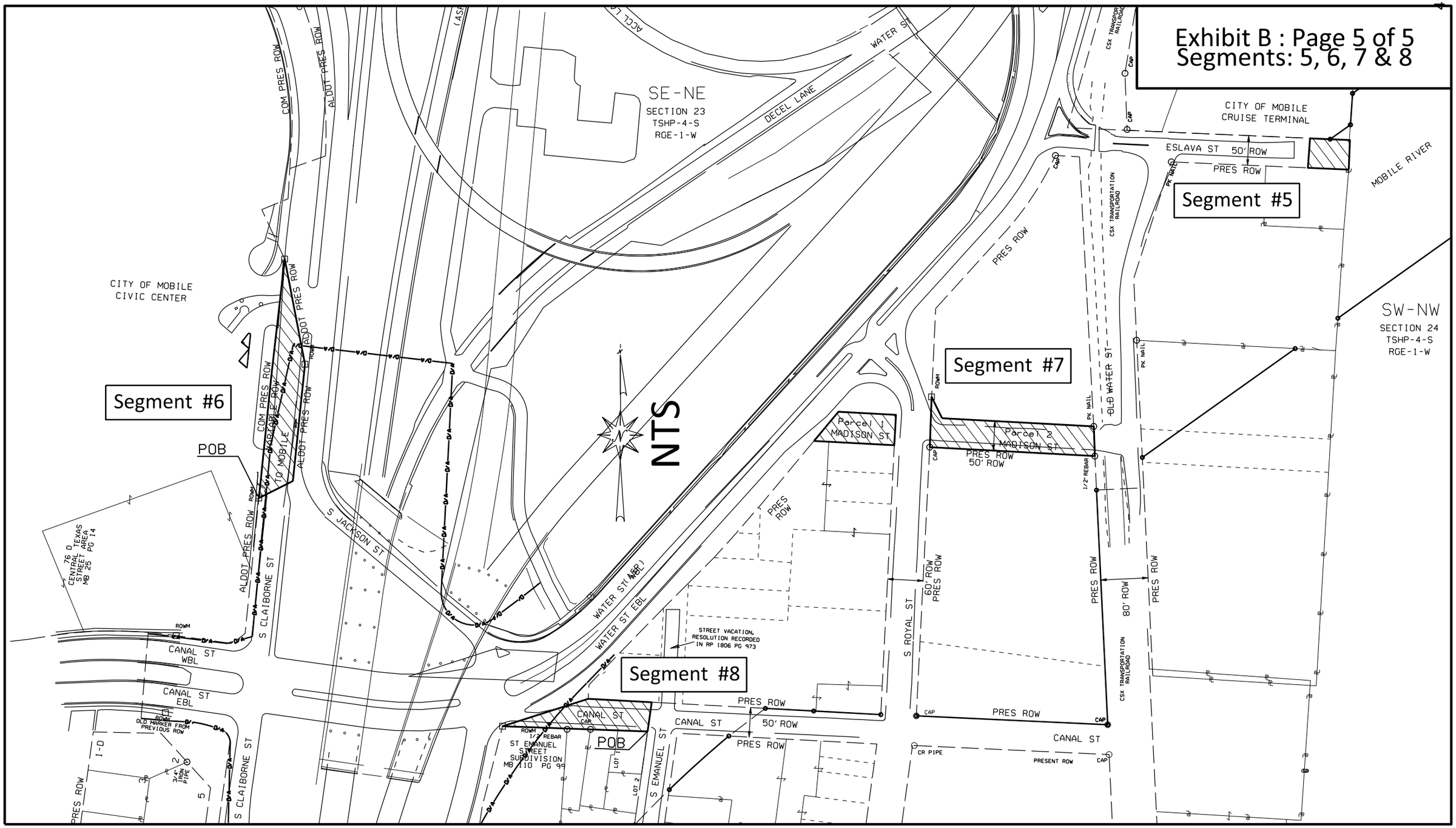


EXHIBIT
C

LEASE AGREEMENT

MOBILE COUNTY)
STATE OF ALABAMA) Project No. ST-049-I10-006

This Lease Agreement ("Lease"), involving properties acquired in connection with right-of-way activities, is entered into this ___ day of _____, 2024, by the Alabama, Department of Transportation, acting for and on behalf of the State of Alabama (hereinafter called "Lessor"), and the City of Mobile, Alabama (hereinafter called "Lessee").

1. The Lessor does hereby lease, let and demise to the Lessee, and the Lessee does lease from the Lessor, the following described property:

> The property designated Tract 44 on Project No. ST-049-I10-006 ("Project") and all improvements thereon including, without limitation, concrete slab, chain-link and barbed wire fencing, and 125 ton mooring bollard; the eastern most approximately 80 feet of the Eslava Street right-of-way (bounded on the east by the Mobile River) and all improvements thereon including, without limitation, concrete walk, mooring bollard, fencing and landscaping; and, an approximately 20 feet by 50 feet parcel comprising the easternmost margin of Tract 28 on the Project on which the Lessee will install, at its expense, a 150 ton mooring bollard to be located in the southwest corner of said strip. Said premises also are depicted in the excerpt of the State's right-of-way map attached hereto as Exhibit A (all such land and any improvements existing or to be constructed thereon collectively "Leased Premises").

2. The initial term of this Lease shall begin on _____ and have a term of five (5) years ending on _____. Lessee shall have the option to renew said Lease for additional five (5) year periods, not to exceed three (3) such renewal periods, by giving at least sixty (60) days prior written notice of renewal to Lessor before the expiration of the then current term.

3. Rent for the initial term and first renewal term if exercised by Lessee shall be $1.00 and other valuable consideration received by Lessor from Lessee, the receipt of which is acknowledged by Lessor. Rent for the second renewal term and third renewal term if exercised by Lessee shall be fair market rent as determined in accordance with then applicable federal regulations and/or Lessor's Right-of-Way Manual. The payment of rent for the first year of such renewal term(s) shall be made on the first day of such term. Thereafter, successive payments of rent shall be made at least fifteen (15) days in advance of each anniversary of this Lease, until expiration or termination as herein provided. Said rent shall be subject to adjustments to market value as herein provided.

Payment of rent shall be made by certified or cashier's check, or a postal or bank money order, payable to the Alabama Department of Transportation and delivered to the Alabama

Department of Transportation, Southwest Region, 1701 I-65 West Service Road North, Mobile, Alabama 36618-1109, Attn: Region Engineer.

The rental rate may be reviewed and adjusted to market value on each anniversary of the Lease during the second and third renewal terms. A change in the rental rate will not otherwise change the terms, conditions, and stipulations contained herein.

4. This Lease is made and entered into subject to the following terms and conditions:

a. All improvements on the Leased Premises and the additional 150 ton mooring bollard to be installed by the City, shall remain and become the property of the Lessor, as the case may be. The Leased Premises shall be used only in connection with the operation of Lessee's Cruise Terminal, and for no other purpose whatsoever. Lessee accepts the Leased Premises in their AS IS WHERE IS condition. If all or any portion of the Leased Premises are damaged or destroyed, Lessee shall be responsible for the repair or replacement of the same. Lessee shall provide advance notice to Lessor prior to undertaking any repairs or replacement and shall coordinate the making of such repairs or replacement with Lessor's Southwest Region Engineer.

b. Lessee shall have responsibility to maintain the Leased Premises in good and working order and protect the same from damages. Lessor has no responsibility during the term of the Lease to maintain, repair, or replace the Leased Premises and shall not have any liability for any damages caused by Lessee's failure to do so.

c. Only appropriate industry approved hardware and ropes shall be used when securing vessels to any mooring bollards on the Leased Premises.

d. Lessee shall at all times comply with all statutes, rules, regulations, ordinances, and other law affecting the Leased Premises and does hereby fully release and hold harmless Lessor from any non-compliance therewith or liability for violation thereof.

e. The Leased Premises will be part of a federal interstate facility being operated by Lessor, and accordingly the making and terms of this Lease is subject to the approval of the Federal Highway Administration ("FHWA"). In accordance with applicable federal regulations, including without limitation 23 CFR § 710.405, Lessor shall at all times have the right to use the Leased Premises co-extensively with Lessee as may be needed for the Project, as determined in the sole discretion of the Lessor and further, representatives of Lessor and the FHWA shall at all times have access to the Leased Premises for inspection, maintenance, operation, and reconstruction of the Project as may be needed as determined by FHWA or Lessor. Lessee understands and agrees that should FHWA or Lessor determine that Lessee's use of the Leased Premises is no longer consistent with the continued use, operation, maintenance, and safety of the interstate facility, or otherwise impairs or interferes with the free and safe flow of traffic, this Lease may be revoked or suspended. In such event rent will be appropriately prorated or abated, as the case may be. Lessor will give Lessee written notice of such suspension or termination as is practicable under the circumstances then existing, as determined in the sole discretion of Lessor.

Notwithstanding anything to the contrary in this Lease, Lessor hereby reserves the right for Lessor, or its designee, to enter, use, let and otherwise occupy all or a portion of the Property concurrently with Lessee in its sole discretion. Lessor may assign, lease, or otherwise convey such rights and interests to a third party without the consent of Lessee.

Lessor may assign its rights and interests for purposes of securing bonds, loans, or otherwise, and may assign its title and interest as owner of the Property and/or as Lessor under this Lease. Lessee hereby (a) consents to such assignments; (b) agrees to promptly sign and deliver such further acknowledgments and other documents as may be reasonably requested by Lessor to effect such assignments; and (c) agrees that any assignee shall have all the rights, but none of the obligations, of Lessor under this Lease, except Lessor's obligation not to disturb Lessee's possession and use of the Property except as provided for in this Lease or as a result of Lessee's default hereunder.

Lessee shall not assign or otherwise transfer any of its rights and/or obligations under this Lease without the written consent of Lessor, which Lessor may grant or withhold in its sole discretion, and if granted such consent may be conditioned on additional or different terms and conditions determined by Lessor in its sole discretion.

f. Because Lessee is self-insured for general liability purposes, the Lessor has no responsibility or obligation to carry insurance on the Leased Premises or the operations conducted thereon by Lessee or others who may access the Leased Premises through Lessee. Lessee shall, at all times during the term of this Lease maintain sufficient cash reserves dedicated to the payment of claims and maintain a present financial ability to pay claims, in the amount of $100,000 for injury to or death of one person; $300,000 for injury to or death of more than one person growing out of one accident; and $100,000 for property damage.

g. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190, the Lessee shall indemnify and hold harmless the Lessor, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, connected with, resulting from or related to the use or condition of the Leased Premises or work performed on behalf of Lessee; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by Lessee pursuant to the terms of this Lease; and (3) any damage, loss, expense, bodily injury, death, or damage to tangible property (other than the work itself), including loss of use thereof, and including, but not limited to, attorneys' fees, caused by the negligent, careless or unskillful acts of the Lessee, its agents, servants, representatives, employees, or contractors, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the Lessee, its agents, servants, representatives, employees, or contractors, or anyone acting by, through, or on behalf of Lessee.

5. The failure of Lessee to comply with any term, condition, or stipulation of this Lease will be considered a breach thereof and upon such breach Lessor shall have the right to terminate this Lease; provided, however, that Lessee shall have a period of thirty (30) days from notice of such

breach by Lessor to cure the breach, and in the event the breach cannot reasonably be cured within thirty (30) days, Lessee shall have a reasonable time to cure the breach provided that Lessee commences such cure within the thirty (30) day period and diligently pursues the same to completion. In the event of such termination, Lessor shall give Lessee written notice thereof and Lessee shall immediately cease all use of the Leased Premises and vacate the same.

6. Notices allowed or required under the Lease shall be made by certified or registered mail and shall be deemed effective as of the first date the postal service attempts to make delivery. Any notice shall be addressed as follows:

Lessee:

Mayor William S. Stimpson
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

With a copy to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Lessor:

Alabama Department of Transportation
c/o Transportation Director
1409 Coliseum Blvd.
Montgomery, AL 36110-2060

With a copy to:
Right-of-Way Bureau Chief
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, AL 36110-2060

7. The failure of Lessor to insist on strict performance of any provision of this Lease or to exercise any option or right herein conferred to Lessor in any one or more instances shall not constitute a waiver, estoppel, or relinquishment of any such provisions, or the right to enforce the same, but rather the same shall remain in full force and effect.

8. This Lease contains the entire agreement of the parties on the subject hereof and there are no other agreements, verbal or written, affecting this Lease that have not been incorporated herein.

9. By entering into this Agreement, the Lessee is not an agent of ALDOT, its officers, employees, agents or assigns. The Lessee is an independent entity from ALDOT and nothing in this Agreement creates an agency relationship between the parties.

10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the ____ day of _____, 2024.

The City of Mobile, Alabama

By: William S. Stimpson
As its: Mayor

Attest:

Lisa C. Lambert
As its: City Clerk

Alabama Department of Transportation

By: John R. Cooper
As its: Director

Recommended for approval:

Matthew Ericksen, P.E.
Region Engineer

Philip A. Shamburger
Right-of-Way Bureau Chief

This Lease has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

#101594282v1

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

Pat Creamer, GIS Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract with Timmons Group, Inc, , renewable for two additional one year periods, to provide management services for the City GIS cloud-hosted web environment.
General fund.

Amount of Contract:

1st yr NTE $60K; years 2-5, NTE $40K/yr

Funding Source

Project # **Discretionary Funds**

Project String 1004.5010.42200 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Timmons Agenda Package	Cover Memo	4/8/2024
CORRECTED resolution	Cover Memo	4/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Moore, Rick	Approved	4/8/2024 - 2:11 PM
Legal	Kern, Chris	Approved	4/8/2024 - 5:06 PM
Legal	Kern, Chris	Approved	4/8/2024 - 5:06 PM

Mayors Office	Barber, James	Approved	4/11/2024 - 12:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and., for three years, and renewable without further approval by City Council for two additional one-year periods, for GIS web management services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, ("City"), a municipal corporation organized and existing under the laws of the State of Alabama and Timmons Group, Inc. ("Service Provider").

WHEREAS, Timmons Group, Inc., is uniquely qualified and engaged in the business of managing and supporting GIS cloud-hosted web environments for municipalities.

WHEREAS, the City of Mobile, after soliciting competitive proposals, has selected to engage this Service Provider, based upon the Service Providers' professional skill, competence, and personality, as especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in the City's Request for Proposals (RFP)dated November 29, 2023, as updated by Addendum 1 and 2, and by Service Provider's responsive proposal, which are incorporated by reference herein and summarized in Exhibit A. Where any conflicts arise between these documents, the following hierarchy applies in priority order: this Agreement, Exhibit A to this Agreement, Service Provider's responsive proposal, and the City RFP as amended.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of three years, renewable at the concurrence of both parties for two additional one-year periods.

3. COMPENSATION: Service Provider's fees shall be at the unit rates as indicated in Exhibit A. The City may request additional services by defining the services, requesting a Service Provider quote or estimate according to the fee schedule in Exhibit A, City approval of the quote or estimate, and formal City tasking of the Service Provider. Service Provider may invoice upon completion of such additional work upon approval of the work performed by the City. The City point of contact for all tasking and approval of Service Provider performance will be the City GIS Department Head or her designated representative. The total amount to be tasked, performed, invoiced and paid to the Service Provider is not to exceed $60,000.00 the first contract year and $40,000.00 the remaining contract years.

4. INVOICE: The Service Provider shall submit an invoice for said monthly/quarterly fee at the appropriate time.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:
   Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

   For the term of this Agreement, Provider shall acquire and maintain in full force and effect liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract as Exhibit B as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. The following minimum amounts of insurance will be maintained for the duration of the contract:

   A. Worker's Compensation
      Statutory – an amount and coverage as required by law of the state of Alabama.

   B. General Liability – Premises/Operations
      Public Liability including premises, products and complete operations
      1. Bodily Injury Liability
         a. $1,000,000 each person
         b. $1,000,000 each occurrence
      2. Property Damage Liability
         a. $1,000,000 each occurrence or
         b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles.
    a. Bodily Injury Liability: $250,000 each person, $500,000 each occurrence, and
    b. Property Damage Liability $100,000 each occurrence, or
    c. Combined Bodily Injury and Property Damage - $500,000.00

D. Professional Liability $500,000.00

E. Excess/Umbrella Liability Insurance, providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability, limit of Liability: $1,000,000 combined single limit of liability each "occurrence" for bodily injury and/or property damage.

Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

   Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with

written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

13. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. FORCE MAJEURE: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City:	City of Mobile P.O Box 1827 Mobile, AL 36633
Service Provider:	Timmons Group, Inc 1001 Boulders Pkwy Ste300 North Chesterfield, VA 23225-5512

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

By:_____
Name: William S. Stimpson
As its: Mayor

ATTEST:

_____
City Clerk

SERVICE PROVIDER: Timmons Group, Inc.

By:_____
Name: Randy Trott
As its: Principal

NOTARY:_____

TIFFANY GREENWOOD
NOTARY PUBLIC
REGISTRATION # 7680415
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 04/30/2024

Exhibit A: Statement of Work

TIMMONS GROUP
GEOSPATIAL SOLUTIONS

REQUEST FOR PROPOSALS FOR GIS CLOUD MANAGED SERVICES FOR EXISTING AWS SITE

City of Mobile, AL

DUE DATE:
January 17, 2024



Mike Wiley | Director
1001 Boulders Parkway, Suite 300, Richmond, VA 23225
917.848.6504 | 804.560.1016 | mike.wiley@timmons.com
www.timmonsgis.com

TIMMONS GROUP
GEOSPATIAL SOLUTIONS

1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmonsgis.com

January 17, 2024

City of Mobile, AL

RE: GIS Cloud Managed Services for Existing AWS Site

To The Selection Committee:

Timmons Group is pleased to provide this proposal to The City to provide Cloud Migration and Managed Services for The City's enterprise GIS. Timmons Group has over 30 years of geospatial-based technology solutions consulting experience for industry and government. Today, Timmons Group's staff consists of over 190 GIS professionals with a broad range of subject-matter experts across all areas of IT and GIS technologies.

Our vast experience in setting up complex Esri architectures, including ArcGIS Enterprise, ArcGIS Hub, and our Esri Specialty designations shows we have developed an efficient and proven approach. Our cross-functional cloud services team is comprised of GIS professionals integrated with Cloud/IT professionals with deep knowledge of IT infrastructure, cloud architectures, best practices and a strong commitment to deliver the best possible solutions to any problem. From networking and security to best practices with ArcGIS, to cloud governance and operations, our team will deliver a turnkey ArcGIS Enterprise solution to the City.

Timmons Group is an Esri Gold Business Partner, and we have evaluated, designed, implemented, and supported over **2,500 Esri-based GIS solutions for satisfied clients in 49 states.** We develop GIS data and systems to support business operations in utilities mapping, asset, management and web application hosting, E 9-1-1, government planning, natural resources GIS, economic development, transportation system management, political redistricting, school redistricting, and enterprise GIS data management.

We have a corporate emphasis on client satisfaction that is demonstrated through 65+ years of business. We realize that no two clients are exactly alike, and work to create unique and engaging experiences for each one. We are open to providing more detailed information on any facet of this proposal, either in person or on the phone / Zoom.

Timmons Group provides unmatched value to our clients. Consider the following as you make this important decision:

- Project-specific expertise: GIS strategic planning, cloud services, process analysis and recommendations, Esri ArcGIS Software, and interface/integration with relevant information systems
- Desire and proven ability to develop and maintain long-term working relationships with our clients
- Leading and award-winning Esri GIS Business Partner

2023 Infrastructure Management & GIS Conference
Utility Network Implementation Award

Esri Partner Conference
2023 Award Winner
GIS for Diversity

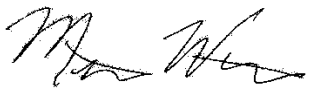
Esri Partner Conference
2021 Award Winner
Fostering Engagement

- AWS Select Consulting Partner



We appreciate your consideration and hope to work with you on this important project. If you have any questions, please contact me at 917.848.6504 or at mike.wiley@timmons.com.

Sincerely,



Mike Wiley | Director of Business Development

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REFERENCES

ATLAS DESIGN AND IMPLEMENTATION

Timmons Group was contracted by Chesterfield County to support their ATLAS program - Advanced Technical Location Analysis Services. ATLAS was their vision to establish an integrated system of resources that stored, processed, and distributed authoritative spatial data to the employees and residents of Chesterfield County. Internal customers would access, use, analyze, edit, and produce spatial data using ATLAS's web applications, desktop GIS software, and other software solutions. Their current system supported approximately 15 advanced ArcGIS Desktop 10.3 users. When the system matured, we expected basic users to primarily use Portal-hosted web mapping applications instead of ArcGIS Pro.

CLIENT
Chesterfield County, Virginia

CONTACT
Scott Furman, Chief Information Officer
furmans@chesterfield.gov
804.748.1252

CONTRACT PERIOD
December 2022 – Present

ATLAS was to be supported by a platform of databases, servers, software, and pipelines to store data, orchestrate data movement, manage users, manage licensing, and provide integrations with other core Chesterfield solutions such as enterprise land management and real estate assessment software. The support of the backend system would rely on both outside partners as well as the primary County's GIS, database, network, and server teams.

The scope of the project included the following:

1. Designed, implemented, tested, and validated an Azure-based ArcGIS Enterprise solution for maintaining, creating, and updating data to support the county's land development process, including parcels, street centerlines, addresses points, easements, encumbrances, spatial relationships, and related information.
2. Upgraded existing ArcGIS Desktop Parcel Fabric (Version 10.1) to ArcGIS Pro Parcel Fabric (version 2.7 or better) and migrated data to the new ArcGIS Enterprise platform.
3. Improved existing address and street data architecture and migrated to the ArcGIS Enterprise platform.
4. Established workflows for multiuser editing and quality control through the ArcGIS Enterprise platform using ArcGIS Pro.
5. Established architecture/workflows for ArcMap users (10.3) to access the data from ArcGIS Enterprise (read-only access is sufficient) with minimal data movement.
6. Reviewed Python ETL scripts that would need to be reconfigured for the new data location to maintain integrations with legacy systems. Recommendation of best practices around ETLs.

Chesterfield County wanted an agile approach to project management. The following deliverables were executed:

1. Process & Technical Discovery
    a. Reviewed geospatial processes and data architecture around parcels, address points, streets, subdivision boundaries, easements, and encumbrances.
    b. Reviewed current platform architecture components and enterprise data needs for the county's Strategic Information Sharing (StratIS) initiative, including the approach for data aggregation and data management of historical data.
    c. Consulted on multi-user editing and data QA/QC needs.

2. Architecture Design
    a. Designed an Enterprise GIS solution using the most current versions of Esri software, including ArcGIS Enterprise, Portal, and ArcGIS Pro with Parcel Fabric.
    b. Integrated with ArcGIS Enterprise deployment to enable editing through services. This architecture was robust enough to allow the editing of all datasets to support the land development process, including parcels, zoning layers, easement layers, street centerline, addresses, streets, and subdivision boundaries.
    c. Established a method for users on ArcGIS Desktop 10.3 to access data held in the new platform using ArcGIS Enterprise services or other approved methods.
    d. Established the workflows and QA/QC steps to support data quality and multi-user editing.
    e. Delivered a series of detailed architecture diagrams showing all components, servers, data paths, software versions, operating systems versions, database structure, and any other details required to properly use, maintain, upgrade, and improve this architecture in the future.
    f. Delivered all code used to implement the components of the Enterprise GIS platform.
3. Implementation Services
    a. Utilized Microsoft Azure DevOps to manage all code, user stories, bugs, features, and work tasks for agile project management.
    b. Delivered the defined architecture in three isolated tiers: development, staging, and production. Our team also delivered the components necessary to maintain parity between the three tiers.
    c. Ensured platform governance and security considerations were included.
    d. Ensured appropriate performance for key processes to meet user acceptance standards.
4. Knowledge Transfer
    a. Provided technical guidance and review sessions for architecture components, process improvements, data pipelines, and geospatial services.
    b. Provided customer training on the access and use of delivered components.
    c. Technology recommendations were incorporated for future roadmap activities for the ATLAS program.
    d. The vendor provided the client with all necessary knowledge to maintain, upgrade, enhance the servers, software, and components of the modern ATLAS platform.

Unique technical challenges and how we managed them:

Chesterfield County has a sizable GIS footprint across the entire organization. As part of their roadmap for their Atlas program the County requested to operate both their on premise and cloud GIS environments in parallel while we worked with the County to migrate various integrations, workflows and County departments rather than one single cutover to the new cloud based ArcGIS Enterprise deployment. While is approach isn't entirely uncommon we did work through various migration planning needs and collaborated with the County to overcome a few organizational barriers they encountered internally throughout the various phases to ensure their Atlas program was a success. Detailed technical planning and frequent communication with all stakeholders is key to every GIS migration.

GIS MANAGED SERVICES AND CLOUD MIGRATION

Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement, and support its new cloud-based enterprise GIS. PGW has the responsibility to provide safe, reliable, and affordable energy to over 500k customers in an environmentally friendly way. Operating two LNG plants and over 6K miles of gas mains requires a very resilient ArcGIS platform to support their 24x7 gas delivery and customer support operations. PGW's GIS team had completed a small on-premise GIS pilot to show the value of converting workflows from CAD to ArcGIS. PGW selected Timmons Group because they needed this new platform to be reliable for GIS to be successful within their organization.

CLIENT
Philadelphia Gas Works (PGW)

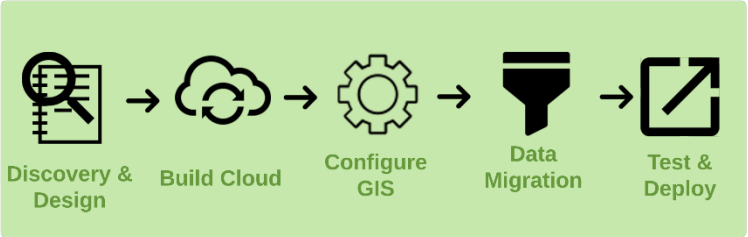
CONTACT
Chi (Zoe) Zhang, Manager, GIS Systems & Architecture
chi.zhang@pgworks
215.684.6856

CONTRACT PERIOD
December 2019 – Present
(Ongoing Implementation Support)

The goal of this project was to design, deploy, and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, COTS web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud.

The primary phases of this project are:

- **Phase 1: Project Initiation.** Project Initiation set the stage for all downstream activities and involved creating a detailed project work plan and schedule, setting up a secure project collaboration team site, and establishing project meetings and reporting.
- **Phase 2: Requirements Discovery.** Our team documented the current state and functional requirements for the future state. Specifically, the team performed a review and validation of system architecture, database, applications, and integrations.
- **Phase 3: Technical Design.** This phase included the design and implementation planning of the future state. Specifically, the team designed the desired system architecture, database, applications, and integrations.
- **Phase 4: Build Cloud Infrastructure.** The first step in deploying the future state solution was to establish the AWS Cloud Infrastructure. Specifically, the team deployed an AWS account, built the AWS VPC, built the EC2 Server, and built the data and storage tier.
- **Phase 5: Configure GIS Software.** The next step of deploying the future state solution was to install and configure all software in the DEV, STAGING, and PROD environments. Specifically, the team configured ArcGIS Portal, configured ArcGIS Server, configured Web Tier – Applications, and configured supporting software solutions.
- **Phase 6: Data Migration.** Timmons Group worked closely with PGW team members to establish a repeatable process to restore enterprise GIS data from on-premise to the AWS Cloud RDBMS environment. This involved migrating GIS data, Web services and Web applications to AWS Cloud.
- **Phase 7: System Integration.** Our team configured AWS Cloud to support integration with other information systems, including PGW's SCADA, AVL, Work Management System, software for field collection, hardware for GPS units, and barcode scanners for tracking and traceability.
- **Phase 8: Solution Testing.** Proper system testing



in all environments (DEV, STAGING, PROD) ensured the proposed solution met all expectations and performance criteria established by PGW.

- **Phase 9: Ongoing Managed Services.** Timmons Group is providing ongoing managed services for PGW for the Cloud components of the newly deployed enterprise GIS solution.

Unique technical challenges and how we managed them:

Our team worked with PGW GIS, IT, Security and Compliance and business stakeholders to capture and define functional and technical requirements for their new ArcGIS Enterprise deployment on AWS. Once shared understanding was established across all groups our team designed a cloud architecture on AWS to support Esri's high availability (HA) model for ArcGIS Enterprise.

At the time, Esri's cloud documentation for HA deployments was sparse and did not leverage cloud native services; everything required a lot of manual configuration and ongoing management fraught with many challenges and issues. Knowing PGW needed the resiliency and scalability of AWS, and leveraging our years of knowledge and experience building and managing solutions on AWS we took a different approach than Esri's cloud HA model. Our team set out to design and implement a solution based on the AWS Well Architected Framework and the five core pillars of Operational Excellence, Security, Reliability, Performance Efficiency, and Cost Optimization. Leveraging a combination of proven and well tested cloud services from AWS along with a few innovative services at the time, our team established a new AWS native platform for ArcGIS Enterprise HA.

One of the newer services utilized at the core of our design and deployment was AWS Aurora Postgres for multiple availability zones. This new RDBMS platform from AWS is compatible with Postgres clients and software and is up to three times faster than standard Postgres however no organization had successfully deployed ArcGIS Enterprise using this service. Even with the challenges we felt this was the best long term fit for PGW and through our relationships with both AWS and Esri technical teams we were able to resolve incompatibilities and successfully deploy a multi-AZ Aurora Postgres database for ArcGIS Enterprise saving PGW hundreds of thousands of dollars on commercial database licensing while exceeding scalability and reliability targets and drastically reducing ongoing operations and management tasks required.

GIS ENTERPRISE MANAGED CLOUD SERVICES

CLIENT
Port Tampa Bay

CONTACT
Patrick Blair, PE, SI
Director of Engineering
pblair@tampaport.com
813.905.5003

CONTRACT PERIOD
February 2017 – Present

As Florida's largest and most cargo diverse port, PTB handles almost every imaginable commodity from every corner of the world and serves as a major cruise homeport. With over 33 million tons of cargo each year and managing over 5,000 acres, PTB has a large responsibility with major economic impacts to the region. Planning and managing this much infrastructure, land, and waterway to operate the Port requires a robust GIS solution. PTB GIS team was struggling to keep pace with internal demands and the fast moving evolution of technology. With their own IT resources limited, PTB turned to Timmons Group to migrate and manage their GIS infrastructure on AWS.

Timmons Group was contracted by Port Tampa Bay to design and implement Cloud Hosting Services to support the Port GIS operations. Services for this contract included:

- Evaluating the Authority's current GIS for server architecture and making recommendations for improvements

- Providing the Cloud-based server and licenses for the Authority's GIS environment to support Authority's GIS staff and stakeholders
- Migrating the Authority's existing hosting environment to new Cloud-based ArcGIS server environment
- Providing managed hosting of GIS server architecture using best practices for scalability and sustainability
- Storing GIS feature classes and tables in a MS SQL Server-based Enterprise Geodatabase
- Using ArcGIS for Cloud-based server Map Services and Feature Services
- Providing access to GIS data for Authority GIS Analysts
- Providing Authority stakeholders and partners access to Map Services
- Providing enterprise solutions for managing GIS data, licensing, and map services
- Providing scalability to quickly and easily expand resources (RAM, CPU, disk storage) as needed
- Providing a scheduled system backup and redundancy
- Virtualizing physical servers so that multiple servers can reside on a redundant cluster of physical machines
- Establishing secure connections for the Authority's GIS staff
- Offering services with high network security, constant availability (90%), automated resource balancing, and failover
- Providing expertise in support for ArcGIS editing of GIS data in a spatial database
- Providing Authority GIS staff to access Microsoft products, specifically Word, Excel, and Access
- Storing and serving imagery
- Providing GIS staff "on-call" support to maintain, troubleshoot, and support on an "as-needed" basis
- Allowing sub-consultants access to server, but only with Authority GIS staff's approval

Unique technical challenges and how we managed them:

In addition to ArcGIS Enterprise being deployed to AWS, PTB also want to migrate their GIS workstations to the cloud. Timmons Group recommended AWS Workspaces to meet PTB's virtual desktop interface (VDI) needs. AWS Workspaces a secure way for users to remote into their virtual desktop in the cloud and reduces network latency between ArcGIS desktop and enterprise geodatabases. AWS Workspaces is critical to PTB's GIS team for these reasons. Challenges arose when GIS staff received CAD and other engineering designs and surveys that then needed to be loaded into PTB's enterprise GIS. With lots of files needing to be shared to the cloud environment and locally with GIS staff machines there was a need for a simple, secure, and intuitive solution. To solve this challenge, our team implemented and trained PTB staff on AWS Workdocs to securely synchronize files from their physical workstation to the cloud and back. GIS staff can then access these files directly from ArcPro to complete their daily work. Today PTB GIS staff can work reliably and securely from anywhere and have access to their working files and directories and dramatically improved GIS performance over their previous on-premises solutions. Shared understanding of our client's mission, needs and processes enables us to deliver innovative and cost-effective technology solutions.

2024 GDIC AZURE HOSTING

The Municipality of Anchorage (MOA) requested on-call GIS services to support their enterprise implementation at the Port of Alaska in Anchorage. The support requested by MOA includes enterprise GIS services, GIS applications and integration, enterprise GIS infrastructure, cartography, and analysis.

Timmons Group was contracted by MOA to:

CLIENT
Municipality of Anchorage (MOA)

CONTACT
Mike Knapp, Geographic Information Officer
michael.knapp@anchorageak.gov
907.310.0137

CONTRACT PERIOD
October 2022 – Present

- Provide Project Management Services
- Support GIS Enterprise Foundation
- Develop and document GIS-related workflows and best practices
- Evaluate existing GDIC GIS implementations for obsolescence, upgrades or elimination
- Perform data and spatial analysis
- Implement loosely coupled integration of data with GIS applications
- Application Development
- Prepare maps using ArcGIS Pro

Unique technical challenges and how we managed them:

MOA had a preexisting ArcGIS Enterprise deployment on Azure before contracting with Timmons Group. The existing deployment was mired in technical debt, had very little documentation and was missing key monitoring and observability into the system health. These technical challenges coupled with staff turnover made for a challenging start. Our team work diligently and provided round the clock support until we were able to get their GIS environment to a stable state. Making small incremental changes to resolve issues and underlying causes. We continue to implement more proactive practices to improve system health and respond to monitoring alerts promptly to mitigate potential issues and keep their systems running smoothly.

EXPERIENCE NARRATIVE

COMPANY HISTORY AND EXPERIENCE

OUR CAPABILITIES

SERVERLESS COMPUTING

CLOUD STORAGE

CLOUD COMPUTING

HIGH AVAILABILITY

VIRTUAL NETWORKING

INFRASTRUCTURE AS CODE

OUR TEAM

- 190+ Professionals & Industry Leaders
- AWS Certified Associates
- Cloud Architects, Developers & Engineers
- GIS Analysts & Developers
- Data Analysts, Architects & Engineers

WHY CHOOSE CLOUD?

- Security
- Scalability
- Cost Efficiency
- Resiliency/ Disaster Recovery

WHO WE SERVE

- State and Local Governments
- Utilities
- Non-profits
- Private Industry

100+ Cloud-Hosted Solutions

- 40+ State Agencies
- 30+ Local Governments
- 10+ Municipal & Private Utilities
- 5 Non-profits
- 30+ SaaS solutions

WHO WE ARE

Professionals who leverage their passion for technology to team with our clients to achieve their vision and goals. We are committed to excellent customer service – working with us means working with the best GIS professionals in the business. Whether you leverage Amazon, Esri, Google, Microsoft, a combination of these, or you are looking to evaluate which technology is the best fit, we have experienced professionals here to help.

Our professionals have the experience and skills to deliver a wide range of technology and cloud services, including:

PLAN

- Requirements Definition
- Migration Strategy
- Budget Estimation

DESIGN

- Cloud & Hybrid Infrastructure
- Serverless GIS Solutions
- Value Engineering

IMPLEMENT

- Configuration Automation
- Continuous Deployment
- Capacity Planning & Testing

MANAGE

- Proactive Maintenance
- Continuous Monitoring
- Operational Support





amazon web services

PROJECT TEAM ROLES AND QUALIFICATIONS



Andy Fox, PhD, PMP | Project Manager/Operations Manager

Andy is a senior Project Manager and technical consultant in our firm's geospatial division. He will be the lead consultant primarily responsible for coordinating critical meetings, reports, and presentations. Andy is currently leading broadband-related projects in Washington State and the City of Albany. He designs and deploys geospatial information management solutions that interface/integrate with other enterprise business information systems. He has extensive experience in developing tactical implementation plans for deploying information systems that manage critical information for state, federal, and local governments. **Certification: Project Management Professional**

Key responsibilities: As Project Manager, Andy will employ Timmons Group's rigorous project management process, which ensure projects are consistently delivered on time and within budget and meet or exceed client requirements. His clear and frequent communication with the City team will allow for incremental approval of project deliverables and help to identify and mitigate any potential issues that may arise throughout the course of the project. Andy will manage the day-to-day activities of the project team and ensure deliverables meet the quality standards of the City's team and our own.



Mike Wiley | Senior Consultant (Free Resource)

Mike is an experienced IT executive with 30 years of experience in the ideation, conception, design, development, testing, delivery, training, and maintenance of complex geospatial systems for state/local governments and commercial clients. His specialties include consistently developing strong relationships with internal staff, technology partners, and client teams. He is adept at identifying technology solutions to meet clients' business and technology needs. Mike has a solid ability to develop value propositions that exceed clients' needs. Mike initiated our Utility Network practice three years ago and he is a free resource for our UN projects.

Key responsibilities: Mike will be a free resource to the City to make certain your project needs are met and that you are satisfied with the service and deliverables.



Matt Moore | Infrastructure Lead

Matt is a Senior Systems Architect on Timmons Group's Geospatial team. He performs tasks related to systems management /administration, web administration, database administration and development, and application development. Matt has worked on many system architecture design, development, and implementation projects for federal, state, and local governments throughout the country. He is well-versed in implementing enterprise-level systems and has worked on projects using both custom and COTS applications. **Certifications: AWS Certified Cloud Practitioner, Esri Certified Enterprise System Design Associate, Esri Enterprise Geodata Management Professional**

Key responsibilities: Matt is our overall technical lead for AWS infrastructure or ArcGIS Enterprise needs.



Nathan Tate, CSM | Cloud Engineer

Nate is an experienced Cloud and Application Development team leader who has worked on numerous projects with a wide range of public and private sector clients throughout the US, delivering quality solutions leveraging a variety of technology across multiple platforms. His work on these projects aids clients in managing data as an asset within their organizations and provides them with the tools to meet and sustain their long-term goals. Nate has experience in all phases of application and solution delivery, from inception and roadmap planning to discovery and design, through development and implementation, and onto long-term operations, maintenance, and support. Nate is passionate about leveraging agile practices and bringing people together to deliver forward-thinking solutions. **Certifications: Certified Scrum Master, AWS Certified Cloud Practitioner**

Key Responsibilities: Nate will assist Matt in any AWS infrastructure or ArcGIS Enterprise needs.



Trae Timmerman | Cloud Engineer

Trae is a GIS Systems Engineer at Timmons Group. He is an accomplished, creative, and results-oriented Systems Engineer with extensive experience in ArcGIS Enterprise deployments and managed services. Trae is also knowledgeable in networking, system/server administration & configuration, backup, troubleshooting, and technical support. He analyzes clients' critical support requirements, identifies areas for improvement, and develops innovative solutions for increasing reliability and improving productivity. **Certifications: AWS Certified Solutions Architect-Associate, Esri Enterprise System Design Professional, Esri Enterprise Geodata Management Professional, Esri Enterprise Administration Professional**

Key Responsibilities: Trae will also provide ongoing operational support to the City under Matt's and Andy's direction.

RESUMES

Andy Fox, PhD, PMP

Project Manager / Operations Manager

Dr. Fox is a senior technical project consultant and project manager on Timmons Group's Geospatial Services team. He is the lead consultant for most GIS Strategic (RoadMap) planning and solution implementation projects. His responsibilities include designing and deploying integrated information management solutions that use a wide range of technologies and information types. He has extensive experience in information systems specification and operations that manage critical information for state, federal and local governments. He also has experience in the areas of governance, best business practices for GIS, and cost-saving methodologies.

KEY EXPERTISE

- ✓ Helped establish and refine Timmons Group's highly successful GIS RoadMap Process
- ✓ Manages and consults on numerous GIS RoadMap projects
- ✓ Manages the implementation of GIS solutions for all city and county departments
- ✓ Provides GIS industry best practices for local, state, and federal government
- ✓ Manages numerous GIS data creation, conversion, migration, and QA/QC projects
- ✓ Specializes in GIS return-on-investment assessments for organizations
- ✓ Oversees GIS infrastructure reviews
- ✓ Helps develop GIS Key Performance Indicators (KPI's) for client organizations
- ✓ Provides recommendations about GIS staffing, organization, and training
- ✓ Plans and manages the integration of GIS with other information technology systems
- ✓ Plans workflow management and data governance strategies
- ✓ Presents at numerous GIS conferences
- ✓ Past member of the Virginia Geographic Information Network (VGIN) Advisory Board

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Project Manager*. Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal was to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data



EDUCATION

Doctor of Philosophy, Geological Sciences, Cornell University, 1993

Masters, Geological Sciences, University of Canterbury (New Zealand), 1987

Bachelor of Arts, Geological Sciences, SUNY Geneseo, 1985

EXPERIENCE

31 Years

CERTIFICATIONS

Project Management Professional Certification, VA, 2013

integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud. Andy successfully administered the project management plan for the complete project lifecycle from solution planning, design, implementation, testing, and system support and maintenance (which is ongoing). He coordinates communications, manages the relationship with the client and all stakeholders, and maintains comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks.

Needs Assessment and RoadMap Implementation Plan, Pennsylvania Game Commission (PGC), Harrisburg, PA. *Project Manager and Consultant.* PGC wanted a detailed GIS RoadMap plan to guide the Agency through the next three to five years that would deliver an effective and efficient Enterprise GIS with high-quality results and align it with the organization's current operational plans and initiatives. Our team reviewed current GIS use, documented current and future needs, established governance, and built consensus among Agency stakeholders for a unified view of its Enterprise GIS Program. The project produced a tactical RoadMap implementation plan that optimizes the benefit of the Agency's GIS to the organization as a whole, while ensuring that it encapsulates the most immediate goals. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks. He also supervised work on, and contributed to, the development of project deliverables. He assisted with the development of recommendations for enhancing GIS at PGC, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA. *Project Manager*. Timmons Group was selected to help Caltrans establish new data management best practices within its geospatial Services Oriented Architectures (SOA). Caltrans sought to organize its GIS software, data, applications, workflows, stewardship/governance, and maintenance. The overall project goal was to enable workflow automation and produce a GIS RoadMap Plan that defines the critical path and steps necessary for the continued development and implementation of a GIS that will improve Agency productivity and service. Andy managed the Timmons Group team. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks.

Strategic Plan Update, Maine Library of Geographic Information (GeoLibrary), Augusta, ME. *Project Manager* The GeoLibrary Board required a Strategic Plan that will help meet the current and future needs of Maine's GIS community (public, non-profit, and private sector stakeholders) as it relates to the GeoLibrary's mission. Timmons Group provided consulting services to develop an update to the Maine GeoLibrary Strategic Plan that was last updated in 2009. The updated Strategic Plan provides a blueprint for financing Board operations, data acquisition and hosting, and dissemination of geospatial data to the greater GIS community and the public. This plan will form the basis for completing and maintaining the Board's OneMAP for ME program. Our collaborative process involved the GeoLibrary Board, Maine's GIS community, and supporting staff from the Maine Office of GIS (MEGIS). Andy actively participated in project tasks as a consultant and let those that involved stakeholder engagement.

GIS Needs Assessment and Strategic Plan | Hampton Roads Planning District Commission, Chesapeake, VA. *Project Manager* The Hampton Roads Transportation Planning Organization (HRTPO) has recognized a need to improve GIS coordination, productivity, and efficiency within the organization. Timmons Group produced a needs assessment and GIS strategic plan (RoadMap) that defines the critical path and steps necessary for the continued development and enhancement of a GIS environment for HRTPO. We documented and assessed the organization's existing GIS data and systems and established a vision for the future with core recommendations. The current GIS environment was evaluated to identify needs and opportunities related to staffing, training, data, software, workflows, standards, and policies. Recommendations were driven by TWS stakeholder priorities; solutions were presented in a realistic, tactical plan that defines RoadMap initiatives specifically designed to address those priorities. We documented the objective, work plan,

timeline, deliverables, budget, assumptions, and risks associated with each initiative. The resulting RoadMap plan will help ensure that TWS is better positioned to take advantage of existing/future technologies and innovative solutions that provide even more value to member localities and the public. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS Initiatives, Washington State Department of Commerce, Olympia, WA. *Project Manager* and Consultant. Washington Department of Commerce contracted with Timmons Group's GIS support team to support a number of GIS initiatives for that department's many programs. Timmons Group supported the Utility Arrearages Proviso and Washington Energy Infrastructure Assessment Tool (WEIAT) projects and is currently supporting the Clean Buildings and Electric Vehicle (EV) Charging Infrastructure Grant programs. These projects involve data collection and QA/QC review, geospatial analytics, interactive web mapping applications and dashboards. Andy successfully administers the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinates communications, manages the relationship with the client and all stakeholders, and creates comprehensive project documentation. He effectively manages project scope, schedule, staff resourcing and costs, and controls changes to all of these. He also carefully monitors and reports work progress and accomplishments. Andy regularly performs risk management to minimize project risks. He also supervises work on, and contributes to, the development of project deliverables.

Digital Equity Dashboard, Washington State Department of Commerce, State Broadband Office, Olympia, WA. *Project Manager*. The mission of the State Broadband Office is to develop and improve affordable, quality broadband throughout Washington to drive job creation, promote innovation, improve economic vitality, and expand markets for Washington businesses. As one of a number of statewide GIS initiatives, Timmons Group will be providing technical services and geospatial analytical and expertise with the use of GIS technology and data related to the expansion of broadband access in the State. Andy is administering the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He is coordinating communications, managing the relationship with the client and all stakeholders, and creating comprehensive project documentation. He is effectively managing project scope, schedule, staff resourcing and costs, and controlling changes to all of these. He is also carefully monitoring and reporting work progress and accomplishments. Andy is regularly performing risk management to minimize project risks.

IT Assessment and Strategic Plan, Washington Department of Natural Resources (DNR), Olympia, WA. *Project Manager and Consultant.* Timmons Group worked as a subcontractor to Plante Moran to perform an independent and objective analysis of the IT environment and operations. The primary goals of this engagement were to 1) assess the current IT technical environment and services, including conducting an IT organization and application portfolio gap assessment, and 2) develop a five-year IT Strategic Plan that defines a technology vision, goals, governance principles, and major initiatives for the entire Agency. Andy managed Timmons Group's work on this project and played a primary consulting role for the GIS components of this project. He coordinated project tasks with Plante Moran and the core DNR project team to document and assess the current state of GIS technology, data, and uses. He assisted with the development of recommendations for enhancing GIS at DNR, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

Strategic Business Plan, Oregon DOT, Salem, OR. *Project Manager and Consultant*. Timmons Group was contracted to develop a five-year GIS Business Plan that communicates a shared vision for the way in which ODOT manages GIS technologies. Timmons Group provided all services for this contract, including project management, business analysis, organizational and workforce review and analysis, technology and software review and analysis, and ODOT GIS-specific business recommendations. It required Timmons Group to bring a breadth and depth of GIS and related data and technology knowledge related to DOTs while quickly learning and understanding ODOT-specific business needs, context, histories, goals, and objectives. Engagement with stakeholders was critical to, and successful in, ensuring recommendations aligned with agency goals and stakeholder needs. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks. He also supervised work on, and contributed to, the

development of project deliverables. He assisted with the development of recommendations for enhancing GIS at ODOT, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

RoadMap Planning and Implementation Program Services, Missouri Department of Conservation (MDC), Jefferson City, MO. *Project Manager and Consultant.* Timmons Group performed two phases of discovery for this project. Phase One was the discovery for a modernized system that includes both the web version for internal and external stakeholders and a mobile application focused on MDC area exploration. Interactive maps were an important functionality for the future system that did not exist in the initial system. The goal of the redesigned ATLAS was to provide a GIS-integrated system for MDC staff to easily update MDC area information (e.g., hours of operations, unexpected closures etc.), integration with the new Discover Nature MDC website, and finally, a new mobile application termed Find MO Areas to enable the public to search for and leverage the value of all MDC areas in the State. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications, managed the relationship with the client and all stakeholders, and created comprehensive project documentation. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments. Andy regularly performed risk management to minimize project risks. He also supervised work on, and contributed to, the development of project deliverables. He assisted with the development of recommendations for enhancing GIS at MDC, and the development of a tactical plan to implement those recommendations. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS Roadmap, Florida Municipal Power Agency (FMPA) Orlando, FL. *Project Manager* FMPA selected Timmons Group to provide professional services to evaluate the current state of GIS at the organization, identify immediate needs to satisfy and identify high-value opportunities to enhance current capabilities. The evaluation included a broad assessment of FMPA's current GIS capabilities, with a focus on: defining current programs, vision, integration of platforms, and future expansion; investigating and incorporating potential industry trends; developing sample scope of work documents for projects high-value projects identified by FMPA members. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS RoadMap, Associated Electric Cooperative, Inc. (AECI), Springfield, MO. *Project Manager* AECI selected Timmons Group to evaluate the state of GIS in the organization and identify immediate needs and high-value opportunities to enhance current capabilities. The result of this three-phased project is a tactical GIS RoadMap Implementation Plan for implementing recommendations that address AECI's high-priority GIS needs and opportunities. Andy actively participated in all strategic planning tasks that included significant stakeholder engagement.

GIS Services, Albany Commission on Municipal Internet Service, Albany, NY. *Project Manager*. The mission of the Commission on Municipal Internet Service is to research the feasibility, logistics, and financing of creating a municipally run, citizen-owned, high speed internet service that will provide internet speeds far greater than what private companies currently provide and ensure such service will be made available to every Albany resident and business, regardless of income level or geographic location in the City. As one of a number of GIS initiatives for New York's State Capital, Timmons Group will be providing technical services and expertise for the use of GIS technology and data related to the expansion of broadband access in the City. Andy successfully administered the project management plan for the complete project lifecycle from project planning, initiation, execution, through project completion and closeout. He coordinated communications and managed the relationship with the client and all stakeholders. He effectively managed project scope, schedule, staff resourcing and costs, and controlled changes to all of these. He also carefully monitored and reported work progress and accomplishments.

Wildfire COP Tool, Washington DNR Olympia, WA. *Project Manager.* Timmons Group worked with DNR and Intterra to deploy and configure a Wildland Fire Common Operating Picture (COP) and Situational Awareness Tool for real time assessment and planning by deploying two Intterra modules (Operations and Incident Management) for up to 1,000 users to promote a GIS-data sharing platform for the benefit of DNR. The project team is currently providing ongoing support to DNR for the COP solution. Andy developed and administered the project management plan, provided regular project status reports, coordinated all communication between DNR and Intterra, and facilitated all project meetings. He was also responsible for change management and documented all approved changes to project scope, schedule and budget.

Mike Wiley

Senior Consultant (Free Resource)

Mike is an experienced IT executive with more than 20 years of experience in the ideation, conception, design, development, testing, delivery, training, and maintenance of complex geospatial systems for state/local governments and commercial clients. His specialties include consistently developing strong relationships with internal staff, technology partners and client teams. He is adept at identifying technology solutions to meet client's business and technology needs. Mike has a solid ability to develop value propositions that exceed clients' needs. Mike has extensive experience in large data conversion projects.

KEY EXPERTISE

- ✓ Manages the implementation of GIS solutions for state, city, and commercial clients
- ✓ Provided GIS industry best practices for local, state, and federal government
- ✓ Oversees GIS infrastructure reviews
- ✓ Provides recommendations about GIS staffing, organization, and training
- ✓ Plans and manages the integration of GIS with other information technology systems
- ✓ Manages numerous GIS data creation, conversion, migration, and QA/QC projects
- ✓ Plans workflow management and data governance strategies
- ✓ Helped establish and refine Timmons Group's highly successful GIS RoadMap Process
- ✓ Consults on numerous GIS RoadMap projects
- ✓ Presents at numerous GIS conferences

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Client Satisfaction*. Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal is to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to PGW staff.

Strategic Plan Update, Maine Library of Geographic Information (GeoLibrary), Augusta, ME. *Client Satisfaction* The GeoLibrary Board required a Strategic Plan that will help meet the current and future needs of Maine's GIS community (public, non-profit, and private sector stakeholders) as it relates to the



EDUCATION

Masters, Regional Planning, Focus on GIS & Remote Sensing Technology, University of Massachusetts, Amherst, 1995

Bachelor of Science, Environmental Design, University of Massachusetts, Amherst, 1991

EXPERIENCE

27 Years

TECHNICAL SKILLS

Systems Integration
GeoAnalytics
Geospatial Design
System Design
Business Analysis
System Testing

GeoLibrary's mission. Timmons Group provided consulting services to develop an update to the Maine GeoLibrary Strategic Plan that was last updated in 2009. The updated Strategic Plan provides a blueprint for financing Board operations, data acquisition and hosting, and dissemination of geospatial data to the greater GIS community and the public. This plan will form the basis for completing and maintaining the Board's OneMAP for ME program. Our collaborative process involved the GeoLibrary Board, Maine's GIS community, and supporting staff from the Maine Office of GIS (MEGIS). Mike reviewed project deliverables to ensure the content met our quality expectations and met the scope of this project. Mike will review plan initiatives and will create the budgets and schedules necessary for their implementation.

Utility Network Migration Plan, EPCOR, Phoenix, AZ. *Client Satisfaction*. Timmons Group (prime vendor) and Avineon (subcontractor) developed an implementation plan, costs, and project schedule for a later project to migrate from Esri's Local Government Information Model and ArcMap to Esri's Utility Network and ArcGIS Pro. The Timmons Group team reviewed EPCOR's existing GIS organizational, system architecture, and process management documents, including standard operating procedures for GIS and asset management activities. This background information helped the team engage with EPCOR staff and laid the foundation for topics addressed in the discovery workshops. The team facilitated these workshops and assisted EPCOR staff with reviewing and applying modeling concepts for the chosen domain networks (water, wastewater, and natural gas) with associated asset groups and types. The application of tier groups, subnetworks, network categories, network attributes, and associations were reviewed and configured in the data model to result in the best possible out-of-the box functionality across desktop, web, and mobile applications. The team documented EPCOR's current state and evaluated and defined its future state. Mike developed the team structure, conceived the initial project tasks, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to EPCOR staff.

ArcGIS Pro & Utility Network Implementation, EPCOR, Phoenix, AZ. *Client Satisfaction*. Timmons Group (prime vendor) and Avineon (subcontractor) implemented Utility Network for EPCOR's water, wastewater, and reuse water GIS data. Our team met with the EPCOR team and gathered project requirements and business needs to inform the customization of the Utility Network data models, migration processes, and workflow tools. Timmons Group also provided recommendations and advice to guide the procurement and installation of servers and software for the Utility Network environment. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to EPCOR staff.

Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, Riverside, CA. *Client Satisfaction*. Indio Water has selected Timmons Group for the migration of its Water Distribution geodatabase from Geometric Network to the Esri Utility Network model. Moving to the Utility Network platform will position Indio Water to effectively manage its water distribution assets into the future. In addition, we were tasked with reconfiguring Indio Water's Cityworks AMS solution to use Utility Network, including modifying Cityworks business processes to further create a more effective and efficient workflow. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to IWA staff.

Utility Network Data Readiness and Migration Strategic Plan, Orange Water and Sewer Authority (OWASA), Carrboro, NC. *Client Satisfaction*. Timmons Group examined OWASA's current architecture and documented GIS integrations with other business systems. This included stakeholder meetings and interviews to ensure we had a full understanding of the system. We then made recommendations for changes to the ArcGIS Enterprise deployment for it to support the Utility Network performantly. Our team assisted with the software implementation of these recommendations and reviewed and documented current GIS editing workflows and procedures. These were considered when making recommendations for the Utility Network Migration Plan. Further, Timmons Group conducted a GIS Data Readiness Assessment to guide OWASA's editors through data corrections prior to the Utility Network migration. Finally, we created the Utility Network Migration Plan document that included the documentation of the current state as well as recommendations for the migration project, including budget, schedule, and integration considerations. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to OWASA staff.

Utility Network Implementation, Walt Disney Parks and Resorts US, Disneyland, CA. *Client Satisfaction*. Timmons Group was selected to support the Disneyland Resorts (DLR) Utilities department in a multi-phased GIS Utility Network implementation Timmons Group was tasked in Phase 3 to refine the existing data model, develop a Utility Network Migration Plan, Migrate CAD/PDF as-built data into the GIS environment, and design integrations with additional systems

outside of GIS, as well as identifying and developing numerous Web and Mobile applications for use by the DLR team. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to Disney staff.

Utility Network Migration Preparation, St. Johns County (SJC), FL. *Client Satisfaction*. SJC requires an advanced GIS geodatabase within the Operations, Engineering, and Administration divisions, and uses the Esri ArcGIS Enterprise geodatabase for storing, editing, providing, and managing geospatial layers, attributes, and records, along with advanced automated-update and quality-control features. This enterprise system and its business function applications are part of the digital transformation of both SJC Utilities and the utility industry. Improvements and business solutions within the system and applications continue to be developed. SJC Utilities recognizes the business case to continue to maintain these systems for both efficient performance and new functionality for business cases that encourage mobility, collaboration, information automation, and intelligent analytics. Timmons Groups is providing a Data Readiness and Assessment Report, conducting Data Preparation and Cleanup, configuring ArcGIS Pro Functionality, implementing Data Review rules, automating GIS feature editing, and developing a Utility Network Migration Plan. Mike conceived the initial project tasks and budget, reviewed project deliverables, participated in stakeholder meetings, and participated in presentations to Disney staff.

Student Routing, WE Transport. *Engagement Manager* for the design, build and deployment of a Student Information System that helps WE Transport optimize their entire school bus network.

Lidar and Derived Products, NYC DoITT and NYC Mayor's Office of Recovery & Resiliency. *Engagement Manager* for citywide project to develop Lidar, Topobathy Lidar, a Digital Elevation Model, shoreline delineation, and a land cover dataset including the tree canopy.

NYC Planimetric Update and 3D Buildings, NYC DoITT. *Project Director* responsible for overseeing all aspects of this data conversion project. Advised on technical deliverables and provided management support for client and photogrammetry subconsultant. Created the first of kind, 3D massing model of 1M+ buildings in CityGML 1.5 LOD (level of detail).

SPEED 2.0 Portal, New York City Mayor's Office of Environmental Remediation. *Client Satisfaction* capacity working with OER on the next generation SPEED (Searchable Property Environmental E--Database) Portal designed to facilitate research and analysis of historical environmental information on thousands of vacant commercial/industrial properties in New York City.

CoreData, New York University Furman Center. *Engagement Manager* for a major project to re-architect, rebuild, improve existing workflows and add additional functionality to the center’s Subsidized Housing Information Project (SHIP) database, an interactive citywide Web portal for New York presenting maps, charts, tables and information on subsidized affordable rental housing units and neighborhood information at the city, borough, and neighborhood-level, such as demographics, rates of foreclosures, education levels, etc.

Planimetric Data (2015) Update and 3D Building Modeling, NYC DoITT. *Project Director* responsible for overseeing all aspects of this data conversion project. Advised on technical deliverables and provided management support for client and photogrammetry subconsultant, Cyient.

Environmental Project Information Center, New York City Mayor's Office of Environmental Remediation. *Project Director* working with the Mayor’s Office to create a system to assist with the management and monitoring of environmental remediation projects.

MyCommunity, New York City Mayor's Office of Environmental Remediation. *Project Director* working with the Mayor’s Office to create technology to improve communication between OER, community groups, consultants and City agencies.

Planimetric Data (2011) Update, NYC DoITT. *Project Director* responsible for overseeing all aspects of this data conversion project. Advised on technical deliverables and provided management support for client and photogrammetry subconsultant.

Nathan Tate, CSM

Cloud Engineer

Nate is an experienced Cloud and Application Development team leader who has worked on numerous projects with a wide range of public and private sector clients throughout the US delivering quality solutions leveraging a variety of technology across multiple platforms. His work on these projects aids clients in managing data as an asset within their organization and providing them with the tools to meet and sustain their long-term goals. Nate has experience in all phases of application and solution delivery from inception and roadmap planning to discovery and design, through development and implementation and onto long-term operations, maintenance, and support. Nate is passionate about leveraging agile practices and bringing people together to deliver forward-thinking solutions.

KEY EXPERTISE

- ✓ Manages and consults on numerous custom application development, data analytics and systems integration projects
- ✓ Delivers consulting services and manages project teams via project discoveries and needs assessments
- ✓ Provides cloud and GIS industry best practices for local, state, federal and NGOs.
- ✓ Specializes in value engineering cloud implementations and migrations for organizations
- ✓ Collaborates with clients on business analysis and workflow design to develop requirements for custom applications and systems integrations
- ✓ Strategic planning, specializing in delivery frameworks for data and analytics and agile application development for client organizations
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Manages numerous application development and managed services projects
- ✓ Consults clients on managed services, disaster recovery planning and cloud service offerings

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Implementation Lead*. PGW selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal is to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW



EDUCATION

Bachelor of Science, Computer Science, Virginia Commonwealth University, 2007

EXPERIENCE

16 Years

TECHNICAL SKILLS

Software and Solution Architecture: AWS, Azure, secure application development (web and mobile), data lakes, data warehouses, cloud platforms for analytics, physical infrastructure and networking, disaster recovery planning

GIS: ArcGIS Enterprise (Portal, Server, and Data Store), ArcGIS Online

Languages/ Frameworks: Microsoft .NET / ASP .NET MVC, C#, SQL, HTML/JS/CSS, Powershell, custom integrations with third-party solutions

SDLC: Agile and Waterfall

CERTIFICATIONS

Certified Scrum Master, 2018
AWS Certified Cloud Practitioner, 2020

GIS system to the AWS cloud. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA. *Implementation Lead.* Timmons Group was selected to help Caltrans establish new data management best practices within its geospatial Services Oriented Architectures (SOA). Caltrans is seeking to organize its GIS software, data, applications, workflows, stewardship/governance, and maintenance. The overall project goal was to enable workflow automation and produce a GIS RoadMap Plan that defines the critical path and steps necessary for the continued development and implementation of a GIS that will improve Agency productivity and service. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards..

GIS Support Services, Nevada Department of Transportation (NDOT), Carson City, NV. *Development and Support Manager.* The NDOT onsite GIS infrastructure support project involves many of the following activities at the request of the client: the initial GIS System Architecture design, assisting in configuration of servers, and installing and configuring GIS software for client and server-side hardware. Specific Timmons Group personnel assisted with day-to-day activities such as development of professional documentation, resolving GIS issues, design and administration of NDOT ArcGIS Online site, and participation in the DOT Agile processes. Multiple python automation scripts were created for assisting in nightly and weekly geodatabase maintenance involving reconcile/post procedures, replica synchronization, and geodatabase compression routines. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards..

TerraTrac, Virginia Outdoors Foundation (VOF), Richmond, VA. *Implementation Lead*. Timmons Group worked with VOF to develop a web-based application called TerraTrac. Integrated with a Customer Relationship Management (CRM) system, Document Management system, and GIS, TerraTrac allows VOF easement and stewardship staff to track and manage critical enterprise land conservation data. TerraTrac eliminated data duplication issues and many manual processes. VOF staff now have the tools they need to improve customer interactions, enter data and content in a standardize workflow, manage a variety of projects, be confident in the data and statuses of issues and projects, and easily compile and report information. TerraTrac has made VOF's work to manage protected open space more efficient, consistent, strategic, and accessible. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Wisconsin Forest Inventory and Reporting System (WisFIRS), Wisconsin Department of Natural Resources. *Implementation Lead* WisFIRS is a web-based set of tools for collecting, mapping, planning, and managing forest information, or reconnaissance, at a stand level. These tools allow forest managers to plan and schedule forest treatments including site preparation, thinning and harvests, insect and disease treatments, and tree planting. In 2018, Timmons Group performed requirements gathering and full implementation of a rewrite of WisFIRS to upgrade the application from the ArcGIS JS Version 3.x API to the ArcGIS JS Version 4.x API. Additionally, as part of this rewrite, several enhancements were added to support advanced custom map printing, in-browser vertex editing, vertex snapping, and custom GIS service uploads. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards..

Mapping Consultant Services, Arizona Independent Redistricting Commission. *Implementation Lead.* Timmons Group teamed with NDC to provide mapping and subject matter expert services for the Commission to redraw Arizona's Congressional and Legislative Maps. Key to this important project are well managed public hearings, cloud deployment of Esri's Redistricting Solution, data management, and redistricting expertise. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning

business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Smithtown Town-wide GIS, Suffolk, NY. *Implementation Lead*. Timmons Group assisted in the planning, development, and implementation of an Esri-based Enterprise. The system provided for a multi-user environment managed within the Town's Engineering Department offices, with the necessary elements in place to manage the data within a multi-user editing environment, and provide integration between the GIS and existing Building Department to Town Assessor databases. The system has the capability to enable Town staff easy access to the GIS at a multitude of user levels (Power user, maintainer, casual user, manager, etc.) within a browser-based framework (Portal), in a GIS-based web mapping application designed to provide access (at the staff level) assessment and planning level information reduce the overhead related to citizen requests, thereby further improving staff efficiency and productivity. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

On-Call Task Order Pathways to Planning Phase 1 Discovery Task Order 30.1, Virginia Department of Transportation (VDOT), Richmond, VA. *Implementation Lead*. Timmons Group worked with VDOT on an initial "discovery" phase to refine the requirements envisioned for the Pathways to Planning tool. The discovery process allowed us to connect a technical team with VDOT's business users. Timmons Group took the time to understand VDOT's vision and objectives with the project, the users or personas, and the challenges TMPD is facing. This process allows the project team to become fully integrated with VDOT's team and become aligned on the project vision, objectives, and goals of the project. All of the deliverables produced from this discovery are invaluable for successful implementation of the Pathways to Planning project. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

GIS Integrator 2.0 Web Application, VDOT, Richmond, VA. *Development and Support Manager*. Timmons Group performed a project for the Virginia Department of Transportation (VDOT) to develop a comprehensive GIS portal to incorporate all core transportation and CEDAR / environmental data for the agency. The portal is a web-based GIS analysis and mapping tool used by a wide variety of VDOT staff to support their business solutions. It is leveraged across all business from survey and design to long-range transportation planning. It is utilized in the central office for planning purposes and in the field to support operations and maintenance activities. On this project Nate specialized in crafting and implementing effective technology solutions tailored to specific business needs. His expertise lies in seamlessly aligning business requirements with advanced technical frameworks, ensuring the development of optimal system architectures in accordance with organizational goals and industry standards.

Matt Moore

Infrastructure Lead

Matt performs tasks related to systems management/administration, web administration, database administration and development, and applications development. Matt has worked on many systems architecture design, development, and implementation projects for federal, state, and local governments throughout the US. He is well versed in implementing Enterprise systems and has worked on projects using both custom and COTS applications.

KEY EXPERTISE

- ✓ Consults clients on managed services and cloud service offerings
- ✓ Consults on numerous custom application development projects
- ✓ Delivers consulting services via project discoveries and needs assessments
- ✓ Provides GIS industry best practices for local, state, and federal governments, and NGOs.
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Implements technical solutions and designs for enterprise GIS systems
- ✓ Deploys and manages server infrastructure in Cloud environments
- ✓ Develops scripts as needed to automate GIS workflows
- ✓ Manages Relational Database Management Systems (SQL Server/Postgres/PaaS offerings)
- ✓ Manages Active Directory as needed for Cloud environments
- ✓ Builds and manages web servers in Apache and Microsoft IIS

SELECT PROJECT EXPERIENCE

ArcGIS Enterprise Upgrade, Port Tampa Bay (PTB), FL. *Infrastructure Lead* Timmons Group was tasked with upgrading PTB's ArcGIS Enterprise in such as way that daily work would continue unaffected. Our team reviewed the existing architecture, catalogued ArcGIS Server instances and GIS sites, catalogued GDBs and AGS services, upgraded the production database, built the server, configured ArcGIS Portal and ArcGIS Server, configured and deployed Web Tier applications and Web services, performed testing, upgraded the AWS Cloud environment, and provided maintenance, operations, and support services, along with additional ongoing GIS and software support.

ArcGIS System Architecture Upgrade, Spotsylvania County, VA. *Infrastructure Lead* Spotsylvania County Enterprise GIS wanted to migrate from antiquated legacy physical servers to a new virtualized server environment that offered their team flexibility and scalability as needs within the department change. Spotsylvania County contracted with Timmons Group to provide strategic planning and technical support planning and implementation for the migration of their Enterprise GIS System to a new virtualized server environment. This included the design and installation, testing, documentation, and ongoing support of a new Enterprise GIS in the virtualized environment.



EDUCATION

Bachelor of Science, Geography, Information Technology focus, Old Dominion University, 2004

EXPERIENCE

20 Years

TECHNICAL SKILLS

Esri Enterprise System Design, AWS Services, ArcGIS Online, Python, SQL Server / Oracle, IIS 10x, 8.x, 7.x, 6.x, Apache Tomcat 2.2, 2.4, PHP, HTML, JSON, SSL & PKI Deployment, Adobe Flex Builder, XML, Action Script, Deployment of .NET and JavaScript web applications

CERTIFICATIONS

AWS Certified Cloud Practitioner
Esri Certified Enterprise System Design Associate
Esri Enterprise Geodata Management Professional

GIS Services, City of Albany, NY. *Systems Architect* The City required a team with advanced GIS skills to provide a wide spectrum of geospatial knowledge and decision-making. Our GIS project team is providing GIS technical support consulting services to assist the City with the management and maintenance of the City's GIS datasets.

Schema Consolidation and Utility Network Migration Planning, Anchorage Water and Wastewater Utility (AWWU), Anchorage, AK. *Systems Architect.* As a subcontractor to NSGIS, Timmons Group completed geodatabase schema consolidation planning and UN Migration Planning to assist AWWU in migrating various components of its Esri GIS to newer generations. Timmons Group examined the multiple GIS data schemas in use at AWWU, identified the duplication and redundancies, and created a roadmap for consolidating or removing unnecessary ones. Timmons Group presented a report estimating the effort necessary to make the changes to the database, as well as to dependent applications. As part of the overall UN migration plan, Matt spent time documenting future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

Utility Network Migration Plan, EPCOR, Phoenix, AZ. *Systems Architect*. Timmons Group (prime vendor) and Avineon (subcontractor) developed an implementation plan, costs, and project schedule for a later project to migrate from Esri's Local Government Information Model and ArcMap to Esri's Utility Network and ArcGIS Pro. The Timmons Group team reviewed EPCOR's existing GIS organizational, system architecture, and process management documents, including standard operating procedures for GIS and asset management activities. This background information helped the team engage with EPCOR staff and laid the foundation for topics addressed in the discovery workshops. The team facilitated these workshops and assisted EPCOR staff with reviewing and applying modeling concepts for the chosen domain networks (water, wastewater, and natural gas) with associated asset groups and types. The application of tier groups, subnetworks, network categories, network attributes, and associations were reviewed and configured in the data model to result in the best possible out-of-the box functionality across desktop, web, and mobile applications. The team documented EPCOR's current state and evaluated and defined its future state. As part of the overall UN migration plan, Matt documented the future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, Riverside, CA. *Systems Architect.* Indio Water has selected Timmons Group for the migration of its Water Distribution geodatabase from Geometric Network to the Esri Utility Network model. Moving to the Utility Network platform will position Indio Water to effectively manage its water distribution assets into the future. In addition, we were tasked with reconfiguring Indio Water's Cityworks AMS solution to use Utility Network, including modifying Cityworks business processes to further create a more effective and efficient workflow. Matt worked directly with Indio Water upgrading its ArcGIS Enterprise deployment to version 10.9.1. This effort included proper documentation of the existing deployment, developing an upgrade plan, and performing all steps documented in the upgrade plan. This upgrade was focused on supporting the deployment of the latest version of the Utility Network.

Cityworks Services and Utility Network Implementation, Rogers Water Utilities, Rogers, AR. *Systems Architect.* Timmons Group worked with Rogers Water to implement Cityworks AMS & PLL. As a first Phase of the project, a plan was needed that would result in a short/long-term strategic plan for the implementation as it affected system architecture as well as a multitude of other existing City systems and planned software purchases. Timmons Group developed a strategic RoadMap based around maintenance work management, asset management, and community development activities. During the development of this strategic plan, our team reviewed the existing GIS, and Rogers Water decided to rebuild its GIS data model on the new Esri Utility Network data model. Part of this included the migration of legacy data into the new utility network data model. Subsequent phases of the project are ongoing, including the deployment of the enterprise GIS and the implementation of Cityworks AMS & PLL, the integration of several third-party applications to streamline business processes, and development of public facing applications for enhanced customer service. Matt was responsible for the design of the entire GIS Enterprise, to include Cityworks, ArcGIS Enterprise, and OnBase Plan Review. This implementation required roughly 10 new virtual servers to be built inside of both the City's DMZ and LAN networks.

Utility Network Data Readiness and Migration Strategic Plan, Orange Water and Sewer Authority (OWASA), Carrboro, NC. *Systems Architect* Timmons Group examined OWASA's current architecture and documented GIS integrations with other business systems. This included stakeholder meetings and interviews to ensure we had a full

understanding of the system. We then made recommendations for changes to the ArcGIS Enterprise deployment for it to support the Utility Network performantly. Our team assisted with the software implementation of these recommendations and reviewed and documented current GIS editing workflows and procedures. These were considered when making recommendations for the Utility Network Migration Plan. Further, Timmons Group conducted a GIS Data Readiness Assessment to guide OWASA's editors through data corrections prior to the Utility Network migration. Finally, we created the Utility Network Migration Plan document that included the documentation of the current state as well as recommendations for the migration project, including budget, schedule, and integration considerations. As part of the overall UN migration plan, Matt documented the future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

ArcGIS Enterprise Migration, Pennsylvania Game Commission (PGC), Harrisburg, PA. *Systems Architect* After performing a needs assessment for the agency, Timmons Group implemented the goals identified in the plan beginning with migrating to Esri's ArcGIS Enterprise technology platform. We accomplished this in four phases: Phase 1: Migration Implementation Planning and Preparation; Phase 2: Implementation Execution with Onsite Support; Phase 3: Documentation of the As-Deployed Solution; Phase 4: Plan for Ongoing Support and Maintenance.

ArcGIS Pro & UN Implementation, EPCOR, Phoenix. *Systems Architect* EPCOR contracted with Timmons Group (prime vendor) and Avineon (subcontractor) to implement the UN for their water, wastewater, and reuse water GIS data. Our team met with the EPCOR team and gathered project requirements and business needs to inform the customization of the UN data models, migration processes, and workflow tools. Timmons Group also provided recommendations and advice to guide the procurement and installation of servers and software for the UN environment.

Enterprise GIS Implementation and Data Management, Caltrans, Sacramento, CA *Systems Architect*. Timmons Group was selected to help Caltrans establish new data management best practices within its geospatial Services Oriented Architectures (SOA). Caltrans is seeking to organize its GIS software, data, applications, workflows, stewardship/governance, and maintenance. The overall project goal was to enable workflow automation and produce a GIS RoadMap Plan that defines the critical path and steps necessary for the continued development and implementation of a GIS that will improve Agency productivity and service.

GEOHub Conceptual System Design, Oregon Office of the State Chief Information Officer (OSCIO) Geospatial Enterprise Office (GEO)Salem, OR . *Systems Architect* Timmons Group was selected by the Oregon Office of the State Chief Information Officer (OSCIO) Geospatial Enterprise Office (GEO) to develop a GEOHub Conceptual System Design for the state. The purpose of the GEOHub project is to provide improved, transparent, shared data services to the stakeholders and enhance state business processes and practices. Across the Oregon geospatial enterprise, data and other information are managed in isolation, or silos, by unique organizations using varied data management tools for data quality, integration, governance and stewardship. GEOHub is the response to this situation.

GIS Support Services, Nevada Department of Transportation (NDOT), Carson City, NV *Systems Architect*. The Nevada DOT onsite GIS infrastructure support project involves many of the following activities at the request of the client: the initial GIS System Architecture design, assisting in configuration of servers, and installing and configuring GIS software for client and server-side hardware. Specific Timmons Group personnel assisted with day-to-day activities such as development of professional documentation, resolving GIS issues, design and administration of NDOT ArcGIS Online site, and participation in the DOT Agile processes. Multiple python automation scripts were created for assisting in nightly and weekly geodatabase maintenance involving reconcile/post procedures, replica synchronization, and geodatabase compression routines.

Enterprise GIS System Support, Tualatin Valley Soils and Water Conservation District, Washington, OR. *Systems Architect*. TVSWCD recently moved to a new office and established an ArcGIS Enterprise infrastructure. The TVSWCD contracted with Timmons Group to evaluate the current system and configuration to ensure that the system is set up in a streamlined and efficient manner. The TVSWCD desired to ensure that newer technologies such as ArcGIS Online and Collector for ArcGIS are configured to support existing and desire workflows.

Enterprise GIS (EGIS) Hosting, Port Tampa Bay (PTB), FL *Systems Architect* Timmons Group implemented and maintained the primary GIS environment for hosting data, map services, software, and licenses, providing ongoing and managed support services

Trae Timmerman

Cloud Engineer

Trae is a spatially minded, team oriented, professional with a strong grasp of foundational and advanced concepts which apply to geospatial technologies and related enterprise system administration and implementation.

KEY EXPERTISE

- ✓ Consults clients on managed services and cloud service offerings
- ✓ Consults on numerous custom application development projects
- ✓ Delivers consulting services via project discoveries and needs assessments
- ✓ Provides consulting and recommendations on using technology to solve business process / workflow challenges
- ✓ Plans and manages integration of GIS with other information technology systems
- ✓ Implements technical solutions and designs for enterprise GIS systems
- ✓ Deploys and manages server infrastructure in Cloud environments

SELECT PROJECT EXPERIENCE

GIS Managed Services and Cloud Migration, Philadelphia Gas Works (PGW), Philadelphia, PA. *Cloud Engineer* Philadelphia Gas Works (PGW) selected Timmons Group to help design, implement and support their new cloud-based enterprise GIS. The goal was to design, deploy and then manage an AWS cloud-hosted solution that houses PGW's GIS data and services using PGW's existing Esri software. PGW's GIS System is comprised of virtual servers, relational database management systems, commercial off-the-shelf (COTS) web applications, custom web applications, custom automated processes, and data integrations. These components needed to be considered prior to the migration of the PGW GIS system to the AWS cloud. Andy successfully administered the project management plan for the complete project lifecycle from solution planning, design, implementation, testing, and system support and maintenance (which is ongoing). As part of the overall UN migration plan, Trae spent time documenting future state architecture to support the Utility Network deployment. This documentation included network diagrams, solution design, and a step-by-step implementation plan that included all the necessary tasks from building servers to supporting the solution to final data migration efforts.

On-call GIS Services, Iowa Department of Transportation, Ames, IA. *Cloud Engineer* Timmons Group is providing enterprise GIS support services, including project management and administration, Esri GIS/FME/VertiGIS technical support services, system and application support, including maintaining system performance, monitoring system health, diagnosing and resolving technical issues, and implementing software upgrades and patches. Staff support includes guidance and training on GIS software tools, workflows, and best practices. Trae leveraged cloud technologies to enhance the efficiency, scalability and functionality for Iowa DOT's GIS System.



EDUCATION

Bachelor of Science, Environmental Spatial Analysis, University of North Carolina, Oakwood, GA

EXPERIENCE

7 Years

CERTIFICATIONS

Esri Enterprise System Design Professional

Esri Enterprise Geodata Management Professional

AWS Certified Solutions Architect – Associate

Esri Enterprise Administration Professional

TECHNICAL SKILLS

Windows and Active Directory, Debian and RedHat based Enterprise Linux
Network Architecture and Network/Application Load Balancers
AWS and Azure
RDBMS (SQL, PostgreSQL, Oracle, database as service offerings)
Python (ArcPy, ArcGIS API, much more)
ArcGIS Enterprise (Windows, Linux, Kubernetes)
ArcGIS Server roles (GeoEvent, Image, Notebook)

Enterprise GIS Program Support, Georgia Department of Transportation, Augusta, GA *Cloud Engineer* Timmons Group is providing as-needed Enterprise GIS Program Support, including tasks related to an ArcGIS Enterprise deployment, Esri Roads and Highways support from Desktop to Pro migration, and infrastructure and Esri upgrades support. Trae worked on implementing, maintaining and optimizing GIS solutions in the cloud environment.

Enterprise GIS Technology System Support and Development, California Department of Transportation (Caltrans), Sacramento, CA. *Cloud Engineer* Timmons Group is providing maintenance and operations (M&O) support for Caltrans enterprise GIS infrastructure. Optimizing and scaling up the GIS platform architecture is necessary to satisfy the demands for geospatial technologies to meet organizational business needs. Trae worked on implementing, maintaining and optimizing GIS solutions in the cloud environment.

EXPERIENCE PRIOR TO TIMMONS GROUP

NewEdge Services, LLC (4/2022-12/2023)
Geosptial Systems Architect

- Administration of AWS environment supporting 21 hosted ArcGIS Enterprise and or Cityworks deployments
- Deploying VPC, EC2, RDS, etc. AWS infrastructure for new cloud-hosted ArcGIS Enterprise and Cityworks deployments
- Designing and implementing observability solutions for cloud-hosted infrastructure and applications and resource cost
- Designing, architecting, and implementing on-premises ArcGIS Enterprise based on client needs
- Migrating, upgrading, and optimizing on-premises ArcGIS Enterprise and RDBMS systems
- Development of Python scripts and tools for administration and maintenance of ArcGIS Enterprise and Enterprise Geodatabases
- Defining and adhering to project scope, scheduling, and milestones

Esri (11/2020-4/2022)
ArcGIS Enterprise Support Analyst/Specialist

- Learn new facets of ArcGIS Enterprise technologies by referencing external and internal documentation, hands-on testing, and collaboration to expedite resolutions
- Effectively managing time and resources to prioritize research and testing based on priority, entitlement, and situational urgency
- Effectively communicating highly nuanced technical issues to customers with varying levels of technical expertise
- Identify defects; thoroughly document and test accordingly to inform future product development
- Review architecture diagrams to identify misconfigurations and provide advice regarding best practices and risk mitigation
- Occasionally collaborate with other teams to ensure a high-quality customer experience

Environmental Consultants, Inc (6/2020-11/2020)
GIS Forester

- Leverage advanced spatial analysis and SQL queries to assist foresters to improve operational efficiency using data
- Development of Power BI dashboards and reports to assist upper management and stakeholders with tracking progress using data visualization techniques

- Replacing legacy macro-enabled Excel reports and workflows using Office 365 Power Automate, Power BI, Python, and any other tools available

Athens-Clarke County Public, Department (4/2018-5/2020)
GIS Forester

- Administration and maintenance of GIS
- Portal for ArcGIS and ArcGIS Online administration
- Cityworks administration
- Implementation and training of real-time survey grade GNSS
- Writing custom Python scripts to automate routine workflows and administrative tasks in ArcGIS Enterprise and ArcGIS Online

Gwinnett County, Water Resources (6/2017-4/2018)
GIS Associate II

Dewberry (1/2017-6/2017)
GIS Professional I

Gwinnett County, Water Resources (8/2016-1/2017)
GIS Mapping Intern

PROJECT APPROACH

PHASE ONE: UPGRADES/ ON-BOARDING

Overview of ArcGIS Upgrade Approach

Our team proposes to build a new separate GIS environment with the target version of ArcGIS Enterprise and migrate data and services into the new environment rather than attempting to upgrade in place. This approach reduces risk as it affords ample time for testing and evaluation before the production cutover to the upgraded environment. This approach also provides updated operating systems further reducing risk and ensuring the operating system will be fully supported for the anticipated life of the GIS environment.

We will work with the City to plan both the COM and MMC environment migrations. These can happen in parallel or independently based on what works best for the City. The following sections detail our proposed approach for Phase One.

Phase One Communications Plan

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal that provides centralized, on-demand access to project documents and status. Our approach to project management is very “hands-on” and will support constant communication to minimize project risk, remove impediments to progress, and ensure that we are delivering the best possible solution. Standard project management documents that will be posted to the project portal include status reports (MS Word), current and past versions of the project work plan (Smartsheet), key project decision log, risk register and a task/action item log. During Phase One, our project manager will provide the City with a project status report that documents the activities performed during the previous month. At a minimum, the report shall address the following:

- Status of all tasks
- Deliverable status
- Configuration status
- Forecasted Deliverable status for the next reporting period
- Resource status for the project, including staff utilization
- Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary

Project Communications Processes

Shown below is a summary table of our project communications/reporting methods followed by details of each method.

Reporting Method/ Responsibility	Focus	Participants
Project Kick-off Meeting **Responsibility: Project Manager**	Establish the necessary Project Management protocols to be adhered to by team members. The Meeting will focus on: Team introductions Deliverables Overview Roles and Responsibilities Project Schedule and Milestones	Project Manager and Key Stakeholders
Project Website **Responsibility: Project Manager**	This website will provide a repository for project documents, project status, and issue tracking. Project staff assigned to this project will have the ability to access, post, and edit on the site.	Project Manager

Reporting Method/ Responsibility	Focus	Participants
Weekly Project Team Coordination **Responsibility: Project Manager**	Weekly report of work in progress including completed tasks; planned tasks; and anticipated conflicts. Our Project Manager will review these reports and meet with the project team members to determine and schedule the required actions.	Project Manager
Weekly Status Reports **Responsibility: Project Manager**	Each report will detail significant progress made during the previous time period; activities planned for the current time period; and project issues that require resolution	Project Manager and occasional technical staff as needed
Monthly Milestone Meetings **Responsibility: Project Manager**	Overall project direction, performance, and progress.	Project Manager and Key Stakeholders
Project Change Control Process **Responsibility: Project Manager**	A change management process that provides a structured, planned approach to identifying, approving, and implementing changes affecting schedule, costs, and scope	Project Manager

Project Kick-off Meeting

On notice to proceed, we convene a project kick-off meeting. This meeting is orchestrated by the Project Manager and includes participation from Key project stakeholders and client staff. The meeting focuses on:

- Team introductions
- Deliverables Overview
- Roles and Responsibilities
- Project Schedule and Milestones

Weekly Project Coordination Meetings

Project team members provide our Project Manager with weekly status reports detailing the work in progress, including completed tasks; planned tasks; and anticipated conflicts. Our Project Manager reviews these reports and meets with the project team members to determine and schedule the required actions. Discussion topics are logged and made available to all team members.

Project Schedule Coordination

Project scheduling and task management is proactively monitored using Microsoft Project software. Project schedules, tasks, deliverables, and milestones are continuously monitored and adjusted as required. An updated project schedule is made available to all interested parties.

Project Progress Report

Our Project Manager provides the client's Project Manager with a written weekly or bi-weekly status report, the frequency of which depends on the client's needs. Each report details significant progress made during the previous month; activities planned for the current month; and project issues requiring resolution.

PROJECT STATUS REPORT	
Project Name	<<project name here>>
Report Date	<<report date>>
Report Period	<<report period>>
Submitted To	<<client project manager>>
Submitted By	<<TG project manager>>
Other	<<other notes>>

Summary of accomplishments since last report

- <<item>>
- <<item>>
- <<item>>
- <<item>>

Summary of items to accomplish next

- <<item>>
- <<item>>
- <<item>>
- <<item>>

Outstanding issues, action items, other comments

- <<item>>
- <<item>>
- <<item>>
- <<item>>

DISCOVERY

Our team starts every new ArcGIS Enterprise engagement with a Discovery effort to better understand the details and complexities of the organization's custom ArcGIS Enterprise deployment. Our team will facilitate a detailed review of the current architecture, existing AWS accounts, the City's own GIS processes and IT standards to fully inform us of all expectations for the upcoming ArcGIS upgrade deployment.

Our team will also catalog all geodatabases, feature and map services, web applications, and other current system configurations and dependencies required to support the current GIS system.

Technical Design & Upgrade Migration Planning

Evaluate existing security

Timmons Group will conduct a security review with the City's technical resources to ensure that the design of any components meets current standards and requirements. If the City has standards in place for such reviews, Timmons Group will work with the City using that framework. Often, our security reviews rely on AWS Well-Architected Framework Review, Esri's best practices and implementation guidelines, our own best practices, and Open Web Application Security Project (OWASP) principles.

Evaluate existing usage of EC2's

Our team will work with the City to evaluate existing EC2 utilization and potential cost optimizations leveraging CloudWatch metrics and AWS Billing and Cost Management tools. As part of this recommendation, we will also evaluate newer generations of the current EC2 instance types.

Finalize Technical Design

Our team will use the information collected in Discovery to finalize the technical designs for the new upgraded GIS environment and review these designs with the City.

Upgrade Migration Planning

With both current and future state known and documented our team will develop a migration plan for the upgrade. The migration plan will include details on the environment system requirements, target ArcGIS version and components to be deployed, data migration plan, configuration and customization details, high-level test plan, and a detailed go-live plan with a scheduled migration window outside normal business hours and less than a four-hour duration.

Upgrade ArcGIS Enterprise

Upgrade ArcGIS Enterprise from 10.9.1 to 11.2

Our team proposes standing up a new ArcGIS Enterprise 11.2 environment with the latest version of Windows Server. Configuring the new multimachine ArcGIS Enterprise base deployment along with the other required ArcGIS components. The base deployment will cover needs for upgrading the City's COM GIS environment and an additional ArcGIS Server instance will be deployed to support the MMC GIS environment. This will include changing the existing setup from a stand-alone ArcGIS Server instance to a federated server instance within ArcGIS Enterprise.

Upgrade to SQL Server 2022

Our team proposes leveraging AWS RDS SQL Server 2022 for the City's new ArcGIS Enterprise environment. RDS helps improve database uptime and resiliency as well as simplifies database backup and recovery processes. Our team will update the existing SQL Server Enterprise Geodatabase from 2017 to 2022. Our team will plan and execute the data migration from the existing SQL Server instance to the new SQL Server 2022 instance. An initial data migration and upgrade will occur to support testing and a final data migration refresh will occur when it is time to cutover to the new ArcGIS Enterprise environment.

Create and implement disaster recovery protocol for the site

Our team will work with the City to develop and implement a backup and disaster recovery plan for the new GIS environment. More details on our framework for disaster recovery can be found in the Section titled BACKUP & RETENTION PLAN below.

Active Directory/ Single Sign-On Implementation

Our team recommends the City leverage its existing AzureAD or Okta solution as the Identity Provider (IdP) for ArcGIS Enterprise. Our team will configure the selected IdP with ArcGIS Web-tier authentication to enable single sign-on (SSO) for GIS users and administrators.

ArcGIS Enterprise does not include built-in tools that can automatically recreate your server security settings using the ArcGIS Enterprise security model. Once SSO is configured, the City will need to migrate over previous ArcGIS user accounts to use the SSO accounts, recreate and reassign roles to the new SSO accounts so that users can access the appropriate map and feature services as well as web applications.

A typical security pattern for Timmons Group is summarized below:

Summary System Security	
Security Control	**Description**
Authentication	Single Sign-On (SSO) via SAML integration with Enterprise Identity Management System
User Store	Enterprise Identity Management System
Role Store	Built-in
User Provisioning	Enterprise Identity Management System
GIS Services Access	Federated security to GIS Portal groups
GIS Portal Access	Portal for ArcGIS: Domain Accounts and RBAC via group membership

Move an ArcGIS Server from another AWS site to City's AWS site.

Our team will work with the City to migrate the Mobile Mapping Consortium's (MMC) current ArcGIS Server deployment to the City's new ArcGIS Enterprise environment and federate with ArcGIS Enterprise. Our team will also migrate the approximately 1.8TB of raster data from the MMC S3 bucket to a new S3 bucket in the City's AWS account.

Testing, Final Documentation, Go Live, and Onboarding

System Testing

Proper system testing is required to ensure the proposed solution meets all expectations and performance criteria established with the City. Our testing includes scanning the ArcGIS Server for security best practices to validate that the GIS environment is properly secured by using Esri's serverScan.py Python script tool, which analyzes many criteria or configuration properties.

Verify integrations with third-party SaaS solutions

Our team will follow the test plan developed during the Upgrade Migration Planning stage to test and verify integration with Tyler EPL and Nexgen EAM. If needed, our team will remedy any issues on the GIS side uncovered during integration testing. Our team will document the test results and provide these to the City.

Onboard City GIS Staff to ArcGIS Enterprise 11.2

Our team will work to onboard City GIS administrators to ArcGIS Enterprise 11.2 security and user administration functions as well as how to publish map documents to the federated server instances.

Decommission Legacy Environments

Our team will work with the City to take final backups of the legacy GIS environments once they are no longer in use. Once backups are completed and copied to a location where they can be retained securely, our team will work with the City to terminate the old AWS EC2 instances and associated resources and services so that the City will not continue to be billed by AWS for these services.

PHASE TWO: MAINTENANCE

Phase Two Communications Plan

In Phase Two Maintenance, our team will continue to work hands-on with the City to plan and execute ongoing operations and maintenance of the new GIS environment. Our team will continue to leverage the online project portal for centralized documentation, task tracking and management, as well as supporting constant communication across multiple discussion threads when needed. Our project manager will continue to provide monthly/quarterly status reports to the City. At a minimum, these reports will include the following for the previous reporting period:

- Status of all tasks
- List of open tickets/discussion items
- Summary of performance metrics (system stability, availability, and responsiveness)
- Summary of Managed Services SLA performance

24/7 Support, Response and Recovery Timelines

Our team makes every effort to design, build and proactively maintain cloud solutions to minimize downtime. While we can't guarantee systems won't encounter issues after hours, we aim to reduce these occurrences through proper change management and automation to self-heal in many situations. For times when this proactive approach to operational excellence just isn't enough, our online support portal is available 24x7.

Timmons Group can provide a Service Level Agreement (SLA) that specifies system uptime, response times, resolution times, and recovery times. To meet the City's needs we propose the following SLA parameters.

Severity Code	Definition
1	A problem on the cloud managed by Timmons Group has made a critical function unusable or unavailable and no workaround exists, impacting business productivity.
2	A problem on the managed cloud by Timmons Group has made a critical function unusable or unavailable but a workaround exists. OR A problem on the cloud managed by Timmons Group has made an important function unusable or unavailable and no workaround exists, impacting business productivity.
3	A problem on the cloud managed by Timmons Group has diminished critical or important functionality or performance but the functionality still performs as specified in the user documentation.
4	A problem on the cloud managed by Timmons Group has diminished supportive functionality or performance.

Response and Resolution Times

Severity Codes are used to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the City. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved. If the problem is resolved before the Subsequent Response timeframe, Timmons will notify the City after the fix is completed.

Response and resolution times in the table below are based on a Principal Period of Service ("PPS"). The PPS is a ten-hour continuous daily period between the hours of 7:00 AM and 5:00 PM, local time, for the City, Monday through Friday.

Severity Code	Estimation Response	Subsequent Response	Resolution
1	2 hours	Every 30 minutes	4 hours
2	2 hours	Every 2 hours	8 hours
3	8 hours	Every 4 hours	4 calendar days
4	Next business day	Weekly	20 calendar days

- **Estimation Response** is when the City GIS staff that logged the ticket is informed of an estimated resolution time.
- **Subsequent Responses** is the frequency with which the GIS user that logged the ticket is updated on the resolution status.
- **Resolution** is the point at which the problem is resolved, and the system is returned to a usable and available state.

Frequency of OS Updates and Patches

Timmons Group recommends a weekly maintenance window for applying patches and updates. This will help ensure operating system and database updates happen routinely and soon after being made available to apply. Typically, updates are released once per month.

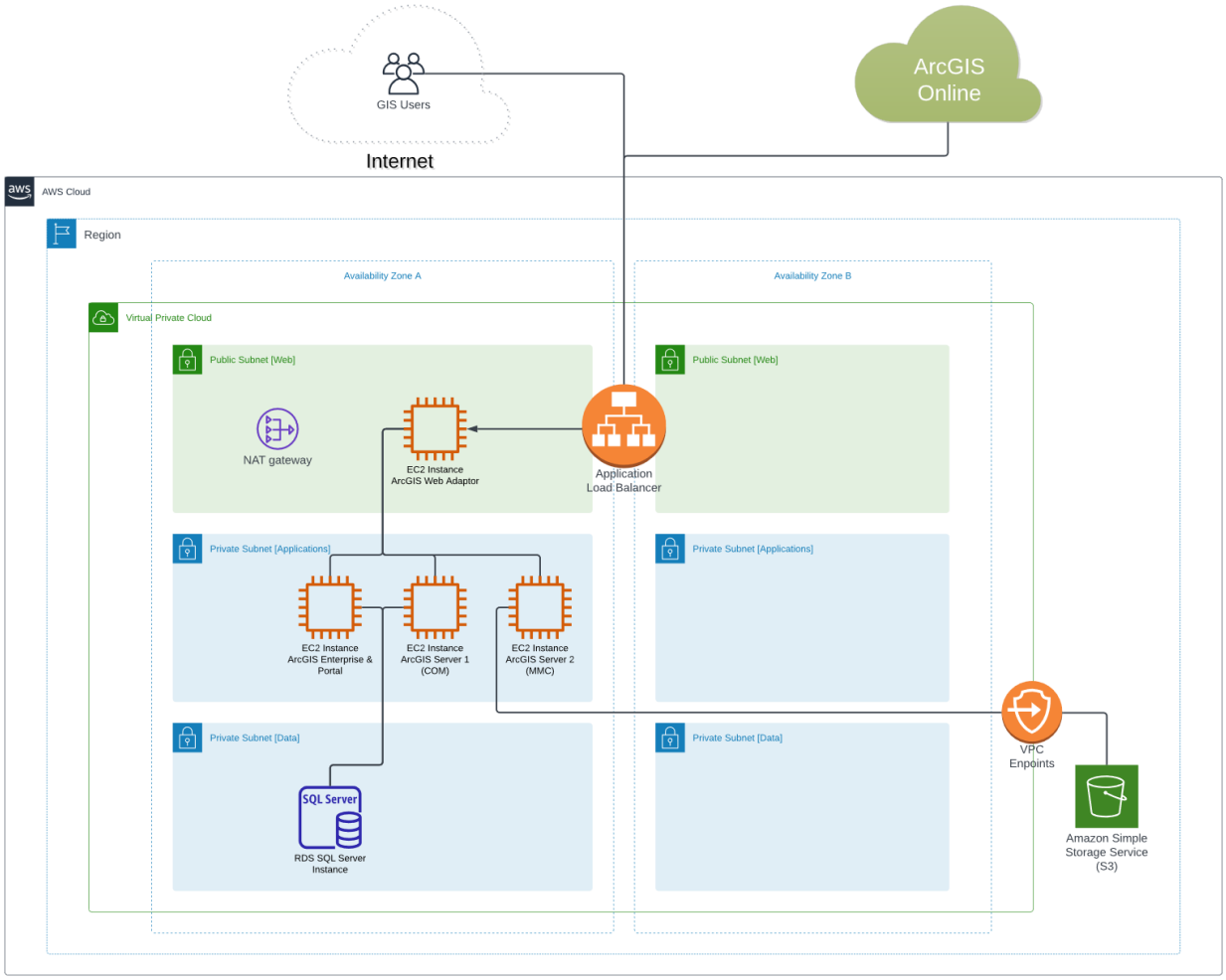
In addition to updating and patching the underlying infrastructure, Timmons Group recommends applying updates from Esri monthly. Testing updates from Esri in a lower environment is a recommended best practice to follow whenever possible. Our team will utilize the patchnotification utility from Esri to check for, download and apply the appropriate patches from Esri.

Issue Monitoring & Notification Protocol

During Phase Two, our team will utilize an online ticket tracking tool to consume automated and manual operational alerts, track triage and investigate and plan for remediation. This list and associated action items and tasked will be managed through the ticketing system and reports can be generated to summarize monthly activities. We can configure notifications for operational alarms to copy City GIS staff who want to be alerted of any potential issues as soon as an alert threshold is crossed, or we can manually notify City GIS Staff if a severity 1 issue is confirmed following the investigation and triage of an automated alert. The City will also have access to any CloudWatch dashboards to monitor the environment in real-time if desired.

CLOUD ENVIRONMENT DIAGRAM

Our cloud architectures are designed *"with and for"* our clients with client input. These architectures can scale up or down according to the number of environments needed (DEV, TST, PRD) and wherever the production environment will be designed in a High-Availability (HA) configuration. Below is our proposed cloud environment diagram for the City based on AWS best practices and Esri's ArcGIS Enterprise multimachine base deployment.



Our proposed architecture is flexible and adaptable to the City's needs. We recommend following an n-tier web application architecture for ArcGIS Enterprise where networking is divided logically between web, application and data tiers. Only the web tier is a public subnet, the web tier can communicate with the application tier in a private subnet, and the application tier can communicate with the data tier in a separate private subnet.

Our base AWS infrastructure deployment will provision networking across two AWS availability zones. This level of networking doesn't add additional cost and is often required by some AWS services such as the application load balancer and is always part of best practices from the AWS Well Architected Framework. The network in Availability Zone (AZ) B can be leveraged for traditional backup and restore disaster recovery strategy should AZ-A encounter issues or in the future the City can leverage AZ-B to support expanding to an ArcGIS Enterprise High Availability (HA) deployment.

BACKUP AND RETENTION PLAN

Timmons Group provides fully managed hosted solutions on Amazon Web Services (AWS). Utilizing AWS provides exceptional tools and resilient storage mediums to fit just about any backup and recovery need and budget. Our disaster recovery (DR) framework is composed of two main phases, preparation, and recovery.

Leveraging our framework, we work with our clients to understand their needs and business risks to define recovery objectives. Two components of recovery objectives are recovery time objective (RTO), defined as the time it takes after a disruption to restore a business process to its service level, and recovery point objective (RPO), which is defined as the acceptable amount of data loss measured in time.

Timmons Group will explore the city City's RTO and RPO to determine the balance between down time and data loss:

- Recovery Time Objective (RTO): How long can we afford to be out of business?
- Recovery Point Objective (RPO): How much data can we afford to lose?
- What is the most important to us: RTO, RPO or budget?

Timmons Group typical RTO and RPO are defined below:

Objective	Measure	Accomplished by
RTO	72 hours	To accomplish this RTO, all infrastructure and solution components will utilize automated deployment processes, artifacts and automation scripts will be stored in multiple geographic regions, and processes for disaster recovery will be tested to ensure if the primary availability zone (data center) and primary region are no longer available the RTO can still be met.
RPO	1 hour	To accomplish this RPO, database transaction logs will be copied at up to 5-minute intervals to a high availability (uptime 99.95%) and highly durable storage medium (durability 99.999999999%). All transactional data will be stored in the database, and non-transactional output such as reports, and logs will be stored to a highly durable medium. Regular tests will be conducted to ensure point-in-time recovery meets the RPO.
SLA	97% uptime	To achieve this SLA, we will leverage public cloud solution providers and services that provide 99.95% uptime SLAs for the solution's underlying cloud infrastructure and the solution will be designed such that no critical component relies on more than 5 underlying cloud services.

With clearly defined recovery objectives in place, we evaluate and select the best strategy, e.g. traditional backup and restore, pilot light for quick recovery, warm standby, and high availability multi-region deployment. We follow our framework for preparation to design and implement the strategy using automated processes including testing, monitoring, and alerting.

Recovery

Following the Preparation Phase, we exercise the Recovery Phase frequently to provide assurances these processes operate as designed and measure RPO and RTO to ensure these objectives are successfully met. As with all our software delivery frameworks and processes, we continually monitor and test for issues with our backup and recovery implementations. Evaluating performance often provides frequent feedback loops enabling our team to adapt and continually improve our solutions.

Achieving Recovery Point and Time Objectives

AWS Assurances and SLAs

AWS provides world-class services in their cloud that routinely undergo third-party audits, continuous improvement cycles, and rigorous testing. More info can be found on the AWS website:

- https://aws.amazon.com/compliance/programs/
- https://aws.amazon.com/compliance/data-center/data-centers/
- https://aws.amazon.com/compliance/soc-faqs/

Recommended DR Strategies

AWS Well-Architected Framework provides in-depth, best practice guidance for architecting reliable systems. Timmons Group has experience with this framework and has incorporated many of the best practices in our implementations. The design principles for Reliability are test recovery procedures, automatically recover from failure, scale horizontally to increase aggregate system availability, stop guessing capacity, and manage change in automation.

Based on the City's requirements provided in the RFP, Timmons Group is proposing to implement a traditional backup and restore disaster recovery strategy. Other strategies are included below for reference only. These additional strategies should be built on top of a traditional backup and restore strategy as business needs evolve.

TRADITIONAL BACKUP AND RESTORE

Leveraging cloud services that enable durable and secure storage of snapshots for local drives is a more traditional strategy in that data volumes are frequently copied to another independent storage medium at a facility different from where normal operations are performed.

PILOT LIGHT FOR QUICK RECOVERY

A minimal version of an environment is always running in the cloud. The idea of the pilot light is an analogy that comes from the gas heater. In a gas heater, a small flame that's always on can quickly ignite the entire furnace to heat up a house.

WARM STANDBY

A scaled-down version of a fully functional environment is always running in the cloud. A warm standby solution extends the pilot light elements and preparation. It further decreases the recovery time because some services are always running. By identifying your business-critical systems, you can fully duplicate these systems on AWS and have them always on.

HIGH AVAILABILITY MULTI-REGION DEPLOYMENT

Applications deployed on AWS have multi-site capability using multiple Availability Zones. Availability Zones are distinct locations that are engineered to be insulated from each other. They provide inexpensive, low-latency network connectivity within the same geographical region.

DR Implementation Approach

MONITORING

Health checks at all layers, including DNS health at AWS Region level, and on KPIs; alerts sent when configured alarms are tripped; alerting on all failures. Operational metrics to detect trends and manage design goals. Amazon CloudWatch aggregates metrics and logs from both applications and resources running on the cloud platform. Many AWS resources automatically report general metrics at regular 5-minute intervals with the ability to send custom resource logs and metrics at even finer granularity and detail. These metrics can perform actions such as restoring a failing instance, notifying support staff of failing or degraded performance of resources, and horizontally scaling out resources in response to increased demand.

ADAPTING TO CHANGES

ALB/ELB for web and auto-scaling and load balancing at the application tier; resizing RDS for adapting to changes on demand.

DEPLOYING CHANGES

Timmons Group recommends following AWS best practices for deploying changes to cloud infrastructure. These practices include automation, creation of identical environments for predictable and testable outcomes to changes, automatic recovery from failure and rolling back failed changes. These practices can dramatically reduce system downtime and risk to the organization while increasing agility and ultimately delivering more business value.

Timmons Group proposes utilizing our existing Cloud Formation Templates (CFTs) to automate the provisioning and configuration of infrastructure on AWS. Our team will provide the City with a copy of all CFTs utilized and maintain these CFTs for deploying changes to the environment. CFTs will also be managed and stored (without secrets) in our source code repository for version management.

BACKUPS

Automated backups in each AWS Region via RDS to meet RPO and automated restoration. AWS offers point-in-time (PiT) snapshots stored in their highly durable Amazon S3 service. Automation and auditing of the backup process involves a combination of serverless functions, Amazon Lambda, executing backup events to both virtual machine disks and relational databases and notification systems, Amazon CloudWatch and Amazon SNS, to capture the output of the functions for both success or failure to alert support staff of these operations via email.

Our team can also utilize or incorporate third party backup solutions into DR strategies to meet requirements and be consistent with organizational standards.

Implementing Resiliency

Implemented fault isolation zones for the application; auto-scaling to provide self-healing web and application tier, and the database can be deployed via RDS as a Multi-AZ service with automatic failover.

Testing Resiliency

Component and isolation zone fault testing is incorporated in protocols and practiced with operational staff; playbooks exist for diagnosing unknown problems; and a Root Cause Analysis process exists with communication paths for what the problem was, and how it was corrected or prevented.

Disaster Recovery

Our primary recovery mechanisms are built into the infrastructure design by deploying and leveraging resources across multiple availability zones to increase fault tolerance. Utilizing infrastructure resources that have multiple health checks that can trigger healthy/unhealthy status and repair themselves if they are found to be in an unhealthy state is the first line of defense. Services that provide this functionality include:

- Autoscaling groups to monitor current capacity vs. demand as well as health checks which can remove and rebuild unhealthy instances
- RDS failover, with replication between two AWS Availability zones RDS will automatically failover to the healthy standby RDS instance. Single zone deployment involves a manually initiated RDS backup restoration to an available AZ.
- Elastic Beanstalk to rebuild environments for rolling deployments or to create an application stack in another region in response to a disaster affecting the current production region.
- CloudWatch Events to ensure recovery processes are working as intended and the restored solution is in a healthy state.

When a resource cannot self-heal then alerts to support staff will identify degraded or failed resources to be backed up from CloudFormation templates or from snapshots. As well as customer requests to restore data back to a required PiT.

Additional Notes

Data Source Backup Operations:

Elastic Block Storage volumes (EBS):

- Data stored on volumes attached to instances that support the application are backed up every hour
- The initial snapshot of each volume will capture all data on volume and then each incremental snapshot captures any data changes on disk in an incremental fashion
- Completion of the snapshot creation will trigger a second function to copy these snapshots to a second geographical region should there be a significant impact to all availability zones in the primary region*optional*
- Restoration of the volume can occur from any incremental snapshot and restored to the functional instance as requested by the customer

Relational Database Services (RDS):

- Entire database instance snapshots are taken daily during a defined backup window
- All transactional logs are aggregated and stored in Amazon S3 every 5 minutes allowing for RPO as low as 10 minutes

- Automated backups are created by the service and can be retained for up to 35 days
- To extend the retention beyond 35 days we employ routine manual snapshots on a weekly basis that can be retained for any determined amount of time
- Completion of the snapshot creation will trigger a second function to copy these snapshots to a second geographical region should there be a significant impact to all availability zones in the primary region*optional*
- Restoration of the instance to a new instance can occur from any incremental snapshot as requested by the customer

Infrastructure Backup Operations:

Amazon Machine Images (AMI) snapshots will be taken daily to capture the entire system state and will be tagged with the current environment and application version to work in conjunction with our CI/CD process if an issue arises that could be resolved faster by rebuilding a single instance over a complete rebuild of the application stack, we can quickly replace an unhealthy instance.

SECURITY ADMINISTRATION AND MANAGEMENT

Security and risk management are important components of any information system today. Our team encourages organizations work towards constantly improving their security posture. To achieve this kind of organizational change our team recommends leveraging the NIST Cybersecurity Framework (CSF) which integrates industry standards and best practices to help manage cybersecurity risks across the organization. The NIST CSF aims to address a wide range of cybersecurity aspects beyond technical/ IT related. However, this broad level of organizational change is often out of scope for specific solutions/ workloads.

As an AWS Partner we recommend the AWS Well Architected Framework Review (WAFR) for evaluating specific workloads and their risks and opportunities across multiple pillars to ensure systems are ready for production and establish a way to measure continuous improvement. This framework helps organizations build secure, high-performing, resilient, and efficient infrastructure. The Well Architected Framework is structured around six pillars: Operational Excellence, Security, Reliability, Performance Efficiency, Sustainability and Cost Optimization. Each pillar has a set of best practices and guidelines for achieving well-architected solutions. For customers new to the cloud conducting a WAFR and using the tools from AWS provides quick tactical wins as well as insights into potential blind spots organizations may have and long-term goals for growth and improvement.

Our team annually conducts WAFR for our ArcGIS Enterprise base deployments and we incorporate our improvements into the AWS environments we manage and host for our clients via our cloud formation templates.

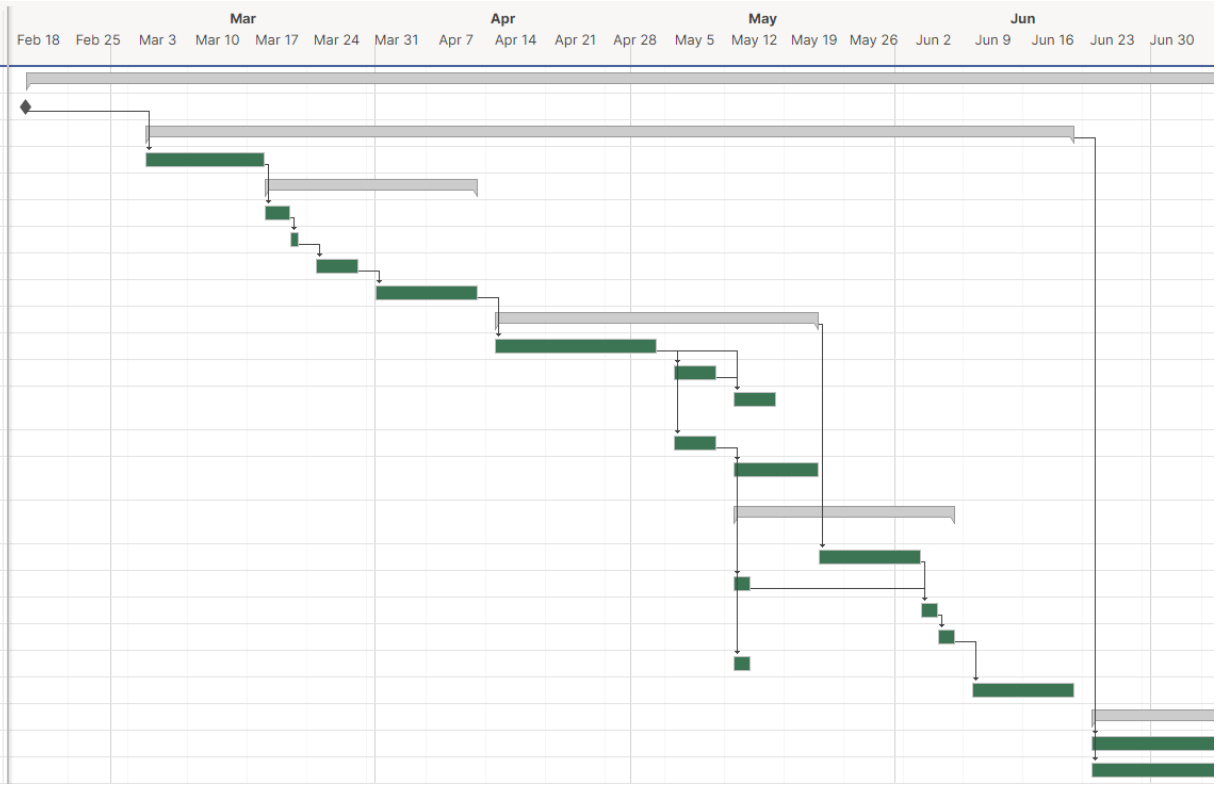
As part of our proposal, we will conduct a WAFR with the City prior to production go live to provide the City with a comprehensive assessment of their GIS workload on AWS.

In addition to AWS best practices, our team is familiar with and will follow Esri's best practices for a secure ArcGIS Portal configuration as documented here: https://enterprise.arcgis.com/en/portal/latest/administer/windows/security-best-practices.htm and ArcGIS Server configuration as documented here: https://enterprise.arcgis.com/en/server/latest/administer/windows/best-practices-for-configuring-a-secure-environment.htm.

PROJECT SCHEDULE

For planning purposes, we have included a preliminary schedule. Our initial proposed schedule is based on extensive experience with similar projects, but we will work with the City to adjust the schedule as necessary. An interactive schedule can be viewed at: https://app.smartsheet.com/b/publish?EQBCT=3463e63569a54331909875c0b96bb6e2 and a static imagine is below.

	Task Name	Duration	Start	Finish
1	City of Mobile GIS Cloud Managed Services	350d	02/20/24	06/23/25
2	Notice to Proceed	0	02/20/24	02/20/24
3	Phase One: Upgrades/ On Boarding	79d	03/05/24	06/21/24
4	Discovery	10d	03/05/24	03/18/24
5	Technical Design & Upgrade Migration Planning	19d	03/19/24	04/12/24
6	Evaluate existing security	3d	03/19/24	03/21/24
7	Evaluate existing usage of EC2's	1d	03/22/24	03/22/24
8	Finalize Technical Design	5d	03/25/24	03/29/24
9	Upgrade Migration Planning	10d	04/01/24	04/12/24
10	Upgrade ArcGIS Enterprise	28d	04/15/24	05/22/24
11	Upgrade ArcGIS Enterprise to 11.2	15d	04/15/24	05/03/24
12	Upgrade to SQL Server 2022	5d	05/06/24	05/10/24
13	Create and implement disaster recovery protocol for site	5d	05/13/24	05/17/24
14	Active Directory/ Single Sign-On Implementation	5d	05/06/24	05/10/24
15	Move an ArcGIS Server from another AWS site to City's AWS site	8d	05/13/24	05/22/24
16	Testing, Final Documentation, Go Live, and Onboarding	20d	05/13/24	06/07/24
17	System Testing	8d	05/23/24	06/03/24
18	Verify integrations with third-party SaaS solutions	2d	05/13/24	05/14/24
19	ArcGIS Enterprise 11.2 Go Live	2d	06/04/24	06/05/24
20	Decommission Legacy Environments	2d	06/06/24	06/07/24
21	Conduct Well Architected Framework Review	2d	05/13/24	05/14/24
22	Schedule Buffer	10d	06/10/24	06/21/24
23	Phase Two: Maintenance	261d	06/24/24	06/23/25
24	On going 24x7 incident support	261d	06/24/24	06/23/25
25	Monthly operations and maintenance	261d	06/24/24	06/23/25



SPECIAL PROJECTS SUPPORT

In the cost section of the RFP, we see the request for special projects support. With more than 190 GIS/IT staff members, Timmons Gorup has the resources available to assist the City with on-demand mapping and/or analysis projects.

Timmons Group endeavors to provide each of our clients with the greatest value for the least cost. To do so, it is critical that we “do it right the first time.” That means that we propose solutions that leverage cost-effective off-the-shelf products whenever we can, and that we employ rigorous quality control processes.

We are also committed to knowledge transfer from our project teams to our clients’ staff members and will ensure that when we deliver a project to the City, you are able to maintain it on your own, as necessary. We will produce written and/or online documentation to assist your staff. We understand that your staff members will likely have a range of technology experience, so we will provide training and documentation that is customized to ensure it is useful to people of all levels of expertise.

GEODATABASE DESIGN AND MAINTENANCE

Timmons Group has been providing GIS database design and development services to local, state, and federal governments since 1989. We have successfully completed hundreds of geospatial projects for our clients over the past 30+ years. Many of these projects include GIS database design and development services. We have assisted local government clients with developing GIS in a wide variety of business areas including:

- Planning
- Cadastral mapping
- Emergency operations
- Utilities management
- Asset management
- Natural resource management
- Economic development

Timmons Group uses industry-standard best practices developed by Esri for GIS database design. Esri has established a GIS database design process that is proven and has seen very little need for change over the years. It comprises three main parts: conceptual design, logical design, and physical design.

The objective of geodatabase design is to develop a functional, well-organized database that satisfies organizational requirements, contains all necessary data, accommodates different views of the data, meets requirements of applications, and appropriately represents, codes, and organizes geographic features.

APPLICATION DEVELOPMENT AND CUSTOMIZATION SERVICES

Timmons Group is well versed in providing services related to all these scenarios. In addition, we are experts in “building bridges” between GIS applications and other types of software and. As an Esri Gold Level Business Partner, we have many years of experience with integrating Esri products, such as ArcGIS, with our local government clients’ non-GIS systems.

Below is a summary of our custom application development services and processes. We understand that The City prefers to avoid the expense of building custom applications; we include this information to demonstrate our strict adherence to process and best practices, which can be scaled to the City’s needs, as appropriate.

Services

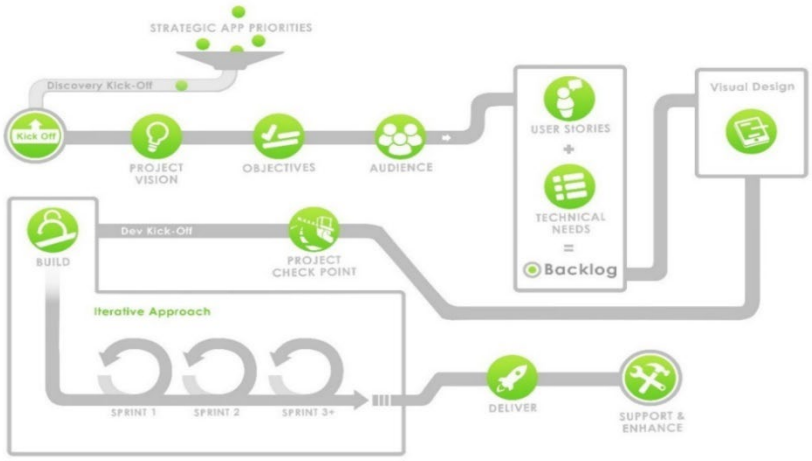
Timmons Group has provided application development services to many clients throughout the US and Canada. We stay on the front-edge of technology and provide top-quality consulting to our clients. We are mindful of the risks of new technology while realizing its benefits on behalf of our clients.

We offer:

- Business analysis and requirements gathering
- Solutions analysis and recommendations, including COTS and custom applications
- Software architecture design, planning, and implementation
- Comprehensive Agile project management of software development projects
- Staff with applications development experience desktop, mobile, and web environments
- User Interface/User Experience (UI/UX) designers to provide user-friendly interfaces
- Software update services of COTS and custom software
- Website hosting and updates
- User support of COTS and custom software
- Training for end-users and systems maintenance

Our application development for government covers a wide variety of business applications, including, but not limited to:

- Natural resource management
- Public-facing 511 traveler information systems
- Stormwater management
- Operations planning and work management
- Emergency operations
- Utilities management
- Asset management
- Economic development



Development Approach

Timmons Group typically uses a modified agile approach for GIS application design, development, and implementation. This enables efficient and timely project delivery when requirements and design are not known with certainty or completeness at the project start. The agile approach means that the application will be built in prioritized, successive iterations (called Sprints). Each development sprint (iteration) produces functional product "slices" for client review. The benefits of this approach include:

- Quicker delivery of functionally sound (usable) application components
- Highly visible product development progress via Reviews (aka Sprint Reviews)
- Frequent validation of the product as being on the right track with stakeholder needs and expectations
- Higher-quality product owing to continual feedback, review, and guidance

Automated Builds – Timmons Group uses automated builds and continuous integration to "catch" defects before they are released or deployed. This process allows us to build installation packages for our desktop and web applications. Our deployment procedures are well-documented and are packaged in installers to ensure minimal time and training for the client's staff when deploying the application or updates. The goal of our deployments is to ensure an efficient, solid, and thorough delivery of our product or solution. Versioning is also essential to delivery and deployment and is a significant part of how our team communicates with the client's IT staff and tracks and resolves defects during the testing phases.

Timmons Group employs test-driven development, which ensures that code written is tested during and after development. The continuous integration process allows us to execute or "run" the automated tests that are created after each code "check-in" and after each deployment. Unit tests, integration tests, and functional tests are scripted and

incorporated into the continuous integration process to support regression testing. The goal of our deployment is to ensure an efficient, solid, and thorough delivery of our product or solution.

Testing – A critical part of any project will be the quality assurance and quality control of the development work and code produced during the development phase of a project. Our team creates a test plan as a component of the Project Plan that is approved by the client. Testing processes are planned and documented in a test plan. The purpose of the test plan document is to:

- Specify the testing approach that will be used to test the deliverables
- Break the product down into distinct areas and identify features of the product that are to be tested
- Specify the procedures to be used for testing sign-off and product release
- Indicate the tools used to test the product
- List the resource and scheduling plans
- Indicate the contact persons responsible for various areas of the project
- Identify risks and contingency plans that may impact the testing of the product
- Specify bug management procedures for the project
- Specify criteria for acceptance of development drops to testing (of builds)

Our Quality Assurance team writes manual and automated functional test cases from use cases. The test case is used to verify that the application delivers the features requested and is operating efficiently and effectively. The test plan outlines an itemized series of steps specific to a function or tool. As the steps are followed, the tester compares the results against the documented expected results. The manual test plans can additionally be used by the end-user as training documentation explaining feature functionality.

Documentation – Timmons Group documents all project work as part of our ongoing commitment to using best practices in all aspects of our work. We include documentation as part of our deliverables in development projects. Documentation can include, but will not be limited to, data dictionaries, metadata, user manuals, and commenting within source code.

Application Support – Once the software is deployed, clients are provided comprehensive support of custom and COTS software applications. This service is offered through our dedicated support staff using online support request, management, and reporting tools that are available 24x7.

We provide onsite support and remote assistance via email, phone, VPN, and online meetings. Our Support Services are driven by proven and consistent methods for client communication and problem resolution. These methods provide a collaborative framework based on situation appraisal, problem analysis, and decision analysis to address the complex support challenges that arise in today's technology infrastructure.

In addition to quickly resolving issues when they arise, Timmons Group provides services that help you keep your infrastructure running smoothly. Clients have greater confidence knowing that their systems are proactively monitored to help anticipate future problems. Timmons Group uses industry-leading monitoring tools and hands-on support staff to ensure minimal downtime of systems, identify potential problems, and take preventative – rather than corrective – action.

MISCELLANEOUS SERVICES

Timmons Groups' depth of staff and broad range of project experience means that we are well-positioned to perform any GIS-related project identified by the City.

GIS Strategic Planning and Implementation

Timmons Group is a leading provider of strategic "RoadMap" planning for state, local, and federal government clients. Our award-winning team of technology consultants, web and mobile programmers, database managers, systems engineers, and project managers provides the unique ability to understand our clients' vision and offer a solution tailored to their mission-critical business requirements. We are technology experts who care deeply about the mission of local governments and providing solutions that enhance their ability to better serve their constituents. Our team has the

experience and capability to assist clients in all project phases – from planning to implementation to ongoing support and maintenance.

Our typical full-scale tasks and outcomes are:

Collection and Review of Existing Documentation – In this task, we review the client's existing organizational, system architecture, and process management documents. Process management documents include standard operating procedures (SOPs) for activities like system and data governance, data editing/updates, data quality review, data archiving, creating new data, creating, and maintaining metadata, and delivering data and metadata to staff and to the public via the internet. It is understood that a client may not have many of these processes formally documented – which is not uncommon. The purpose is to gather as much background information as possible before engaging staff and to lay the foundation for topics to be addressed during the interviews. Our goal is to maximize time spent with the client's staff, and the better prepared we are for the meetings, the more productive they will be.

Stakeholder Interviews – Interviews with the key stakeholders are conducted to collect information and provide a knowledge transfer opportunity. The goal of these interviews is to provide a forum for information exchange between the client and Timmons Group. Timmons Group will gain an understanding of the client's relevant business requirements, data, existing systems, existing work processes, and future business requirements.

Evaluate Current System Architecture – Following completion of the information gathering and review steps, we evaluate the current system and document requirements and opportunities for enhancing system components related to:

- Non-functional requirements, constraints, standards, and policies
- Business Drivers and long-term vision
- Data architecture
- Application architecture
- Capacity planning
- Security model
- User workflows
- Technology architecture
- Web site

Systems Architecture Report – The system architecture component requirements from the previous assessment task are compiled and organized into a comprehensive and detailed report that identifies client's priority needs and opportunities related to:

- Business architecture
- Data architecture
- Application architecture
- Technology architecture
- Security architecture

Future System Defined – Recommendations formalized in this process will ultimately make up the RoadMap Implementation Plan. Since the identified needs and recommendations may exceed available financial and staff resources, it is critical that our team collaborates with the client to develop metrics to prioritize the recommendations. This prioritization process ensures that all users share a common expectation with respect to priority business needs, delivery schedule, cost, and rationale for prioritization. This evaluation will be used at a high level to support the development of the Implementation plan and phasing of initiatives emerging from the plan.

RoadMap Implementation Plan – The purpose of this final task is to develop RoadMap projects that, when implemented, will deliver the recommendations developed in the previous future state task. Project timelines and budgets are developed and presented for each RoadMap project. Where there are tasks that require expertise beyond what the client's own staff has, we can assist in implementing the initiatives identified in the plan.

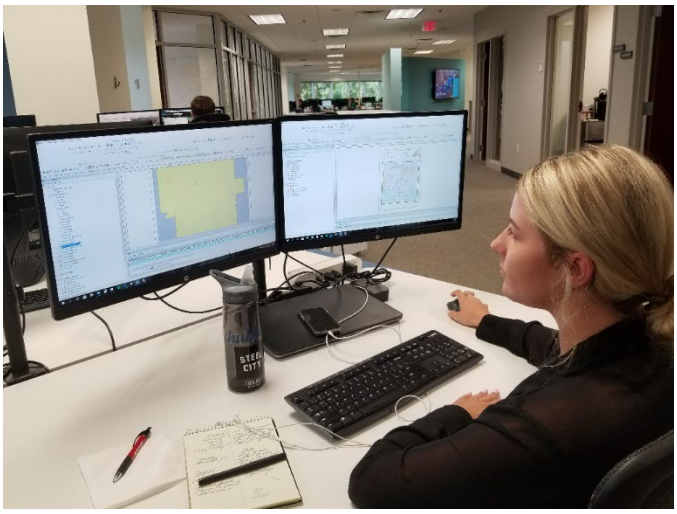
Data Services

Our GIS data services include the design, development, documentation, and population of databases to support a wide variety of business users' needs. We provide office data services, including digitizing, geocoding, vectorization, and associated attribute data entry. Our database population services leverage techniques that have been refined over more than 30 years of providing successful data development projects to local and state government clients.

We provide the staffing and work process tools to support data conversion from paper to digital and between digital formats using Extract Translate and Load (ETL) processing. Our data conversion processing is typically managed using the Esri Production Mapping tools (specifically, Workflow Manager, Data Reviewer, and Task Assistant Manager) to automate, standardize, and manage the data development and QA/QC processes.

We have extensive experience using industry ETL tools in the market today. This includes the Esri Data Interoperability Extension (FME Workbench) and FME from Safe Software. We have set-up ETL processes for on-time, periodic, and continuous use applications. We also provide training on the set-up and use of ETL tools for our clients, should the need arise.

Our conversion projects include paper to digital conversion of local government tax maps, local government emergency response area maps, and utility rights-of-way maps for the New Mexico State Land Office.



Paper to Digital Data Conversion

Field Data Collection and Validation.

Timmons Group develops workflows and processes using a combination of Esri production mapping tools, geoprocessing, and Decimeter/RTK-based GPS to locate, validate, and collect field data.

An example is the field work we performed for the City of Virginia Beach Public Utilities (CVBPU). This two-phased project consists of the field inventory and location update of approximately 130,000 water meters and sanitary sewer cleanouts throughout the City's system and 10,000 key sewer manholes requiring centimeter-level locations and subsurface (invert) measurements. Timmons Group's project team developed workflows and processes that provided:

- Highly accurate GPS locations (sub-foot horizontal)
- GIS mapping in the field
- ArcGIS Mobile w/Mobile caching
- Esri's Data Reviewer to review/flag adjustment anomalies
- Geoprocessing scripting and ArcObjects to update CVBPU data locations
- Batch submission of and acceptance of data



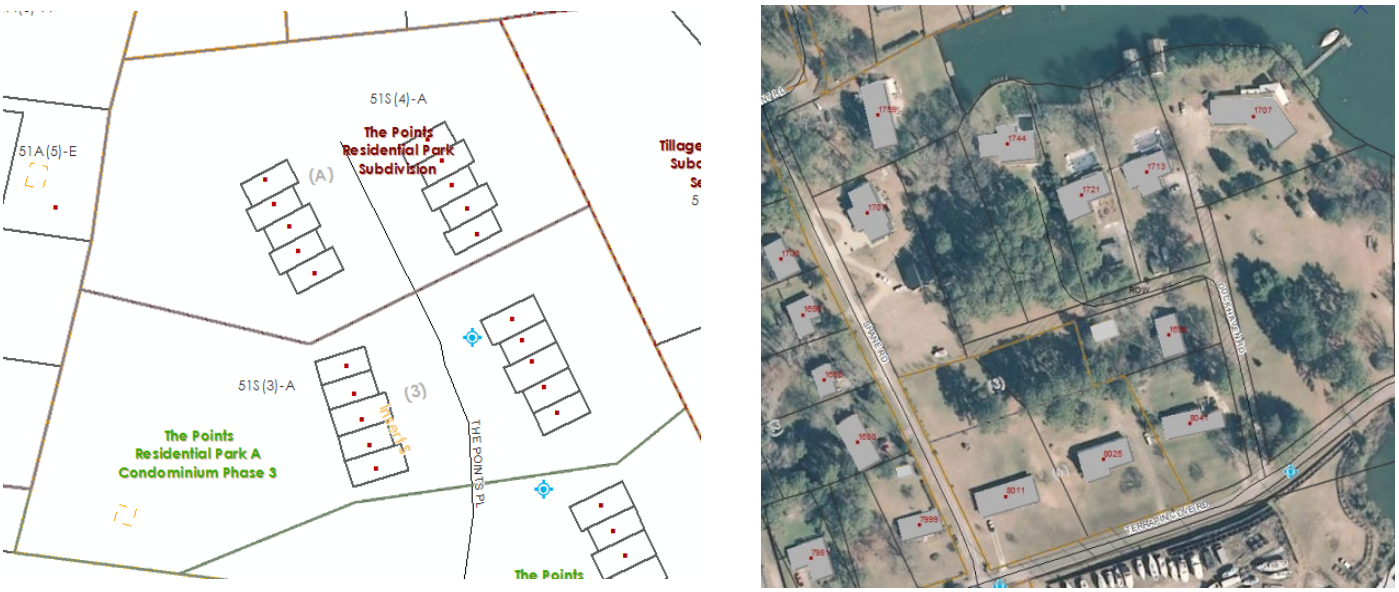
City of Virginia Beach Utility GIS Project

Asset Management Systems and Data Integration. Timmons Group provides Asset Management systems data preparation and integration services for many local government clients throughout the US. Our services include:

- **Installation and Configuration** – We gather and analyze the client's current workflows, service requests, GIS data sets, employee structure, materials, and equipment. We design the configuration to fit within the client's workflows and fulfill its business needs.

- **Training** – We provide hands-on classroom and over-the-shoulder training to end-users and IT tech staff to enable the smooth systems implementation and operation.
- **Support** – We provide on-site support and coaching during the "go-live" process. This allows for a smooth transition and any on-the-fly adjustments that may be needed. We also provide ongoing Help Desk support.

Emergency Response Systems Data Integration. Timmons Group provides GIS data validation, update, and maintenance services to support Emergency Operations, including preparing data for Computer Aided Dispatch (CAD) systems, emergency map book (digital and paper) production, and GIS analysis services for Emergency Service Zone (ESZ) delineation and adjustment.



Example GIS Data for CAD system

Data Maintenance. Timmons Group provides GIS data maintenance for our clients who choose to focus their human resources and budget on the business operations, instead of licenses and data support staff. This is most common in operations where resources are scarce and staff members perform multiple duties, and in cases where the data maintenance tasks occur sporadically. In these cases, we offer affordable, timely maintenance with predictable costs.

Examples of this include addressing and parcel maintenance with guaranteed next-day turnaround. Our goal in GIS data maintenance services is to provide the level of service at an affordable cost that meets each client's business needs. We additionally offer staff augmentation services that can be contracted on a short- or long-term basis for data maintenance and update activities.

Quality Assurance / Quality Control

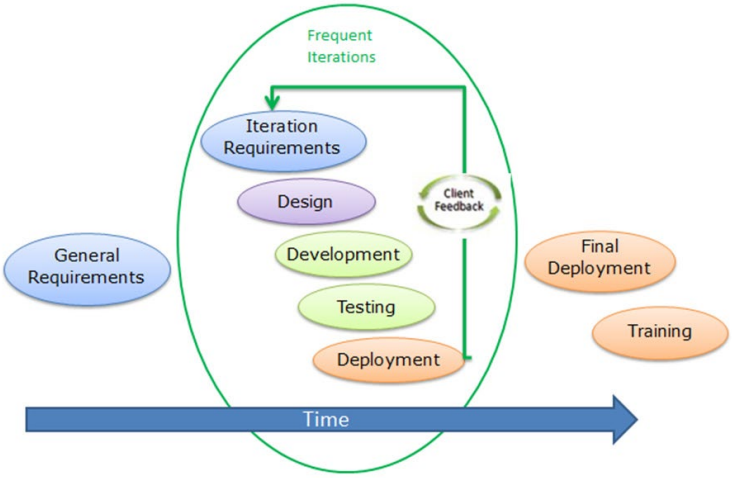
Our team uses proven, formal Quality Assurance/Quality Control (QA/QC) processes to deliver high-quality products, on-time, that meet the client's needs and expectations. QA/QC is an integral part of all phases of a project (Planning, Design, Development, and Delivery). Our process begins at the project planning stage where we work with our client to define the project scope, schedule, fee, deliverables, and level of effort expectations. This is incorporated into a Project Plan document. Our QA/QC approach is described below. It can be scaled as appropriate to meet each client's specific needs or be integrated into the client's existing approach if support is all that is needed.

Management Approach. Each project includes a QC process that defines the quality parameters and guides the deliverable production to ensure quality parameters are met. The Project Manager is responsible for defining and implementing the QC procedures and processes on each of the project deliverable products and ensuring the quality parameters are met. The Project Manager is supported by the technical consultants.

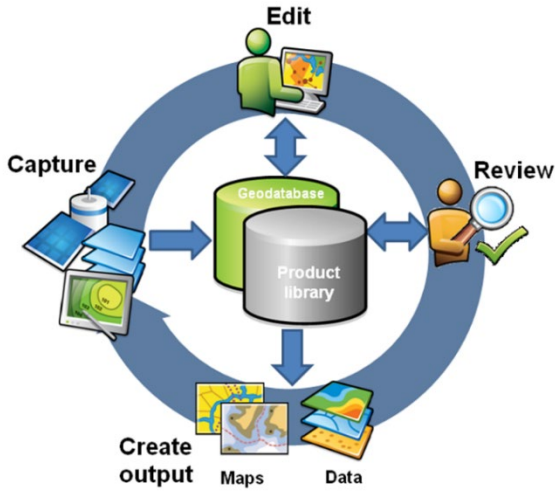
The Project Manager performs a final review to make sure all deliverables and product presentations meet the project quality parameters. In addition to final product review, the Project Manager performs periodic review of deliverables will be completed at various percent complete increments for added QA/QC measures. The frequency of the periodic deliverable reviews is defined and agreed on by the client and team as part of the Project Plan.

Application Development Processes and Procedures. The Timmons Group team typically use a modified Agile approach for GIS application development and implementation. This enables the efficient and timely project delivery and provides flexibility when requirements and design are not known with certainty or completeness at the project start. Adopting the Agile techniques will mean that the application will be built in prioritized, successive iterations (called Sprints) each of which produce functional product slices for client to review. The benefits of this approach include:

- Quicker delivery of functionally sound (usable) application components
- Highly visible product development progress via Reviews (aka – Sprint Reviews)
- Frequent validation of the product, as being on the right track with stakeholder needs and expectations
- Higher quality product owing to continual feedback, review, and guidance



Data Development Processes and Procedures. The Timmons Group team will typically use a modified Waterfall approach for GIS data development and collection. This enables efficient and timely project delivery and provides clear and concise data development specifications that are based on client business requirements. Where possible, we incorporate the latest data QA/QC tools offered by the Esri Production Mapping tools (specifically, Workflow Manager, Data Reviewer, and Task Assistant Manager) to automate, standardize, and manage the data development and QA/QC processes. This limits the amount of custom tools required to support data development and helps produce geospatial content through managing and publishing accurate data and cartographic products with fewer resources. It provides tools and a collaborative and shared environment to improve the quality, value of geospatial data, and cartographic products through standardization, repeatability, and configuration of your production processes.



We typically include a pilot data development task in the Project Plan. This gives the client and team an opportunity to exercise the data conversion processes and test the deliverables early on in the process to ensure that we are meeting the client's business needs.

The benefits of using this approach and tools include:

- Clear and concise business-driven data development specifications
- Streamlined GIS data creation, maintenance, and map product production by integrating a wide variety of tools
- Early delivery and testing of data products to ensure they meet the business requirements
- Collaborative QA/QC between the Timmons Group and client teams
- Data Validation
  - Quickly navigate errors
  - Zoom to features with errors

- Tracking errors with
  - Error notes
  - Correction Status
  - Validation Status

Enterprise Integration

Timmons Group has extensive experience with integrating GIS and non-GIS (legacy) systems. System integration can be done using several different methods, depending on the business need and legacy system capabilities. These methods range from a periodic data file download/upload exchange to fully automated transaction-level exchange where systems are updating each other's data on continuous basis.

The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Timmons Group has developed and uses a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

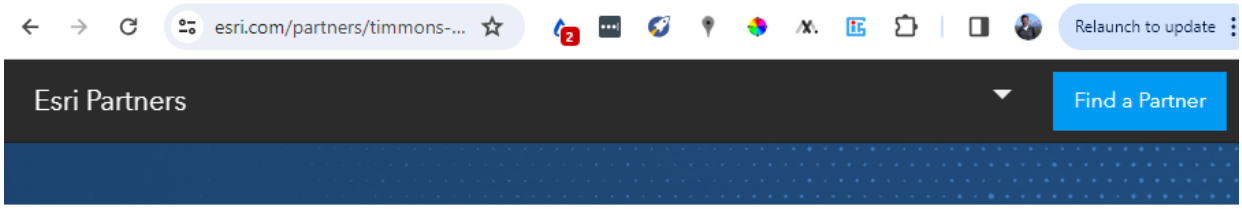
The steps include Planning, Build, Training, Production Deployment, and Post-Production System Review. They ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. On successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

ESRI DOCUMENTATION

ESRI PARTNER DOCUMENTATION

Timmons Group holds the Network Management (previously, ArcGIS Utility Network) specialty, the ArcGIS System Ready Specialty, and ArcGIS Hub specialty from Esri. With these specialties, we have proven that we understand what it takes to become a specialty partner in specific areas. We have submitted our application (76 pages of documentation) to Esri to become a Cloud Specialty Partner. We have never failed in our specialty applications to Esri and we are confident that we will be successfully approved as a Cloud Specialty vendor by March, 2024.

https://www.esri.com/partners/timmons-group-a2T70000000TNguEAG



Overview

Timmons Group's mission is to achieve unparalleled understanding of our clients, their businesses and their visions resulting in unrivaled customer service and shared success. We have provided our clients with three decades of proven geospatial solutions and services. Smarter data leads to smarter decisions, which means that whatever challenges you face, turning data into actionable information is key. At Timmons Group, our subject matter experts are driven by the desire to solve complex problems and maximize impact using smarter data. Timmons Group maintains a strong business partner relationship with Esri and has been a recipient of several partner awards including:

- Esri Business Partner of the Year
- Esri Foundation Partner of the Year
- Fostering Engagement (2021) - https://bit.ly/3lgsp8J
- Diversity in GIS (2023) - https://bit.ly/3JH88m7

Our professional staff offers the expertise and ability to design and execute innovative solutions that push us to the forefront of our industry. We are a solution development firm focused on discovering, architecting, designing, delivering, and supporting web applications, progressive web applications, and native mobile application for our clients.
Learn more: https://www.timmons.com/technology

Services

Overview: https://www.timmons.com/gis

TIMMONS GROUP
GEOSPATIAL SOLUTIONS
GOLD

Contact us

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North Chesterfield VA
23225-5522
United States
T: (804) 200-6405
https://timmons.com/gis

Program

esri Partner Network Gold

Specialties

Network Management Specialty
ArcGIS System Ready Specialty
ArcGIS Hub Specialty

STAFF CERTIFICATIONS

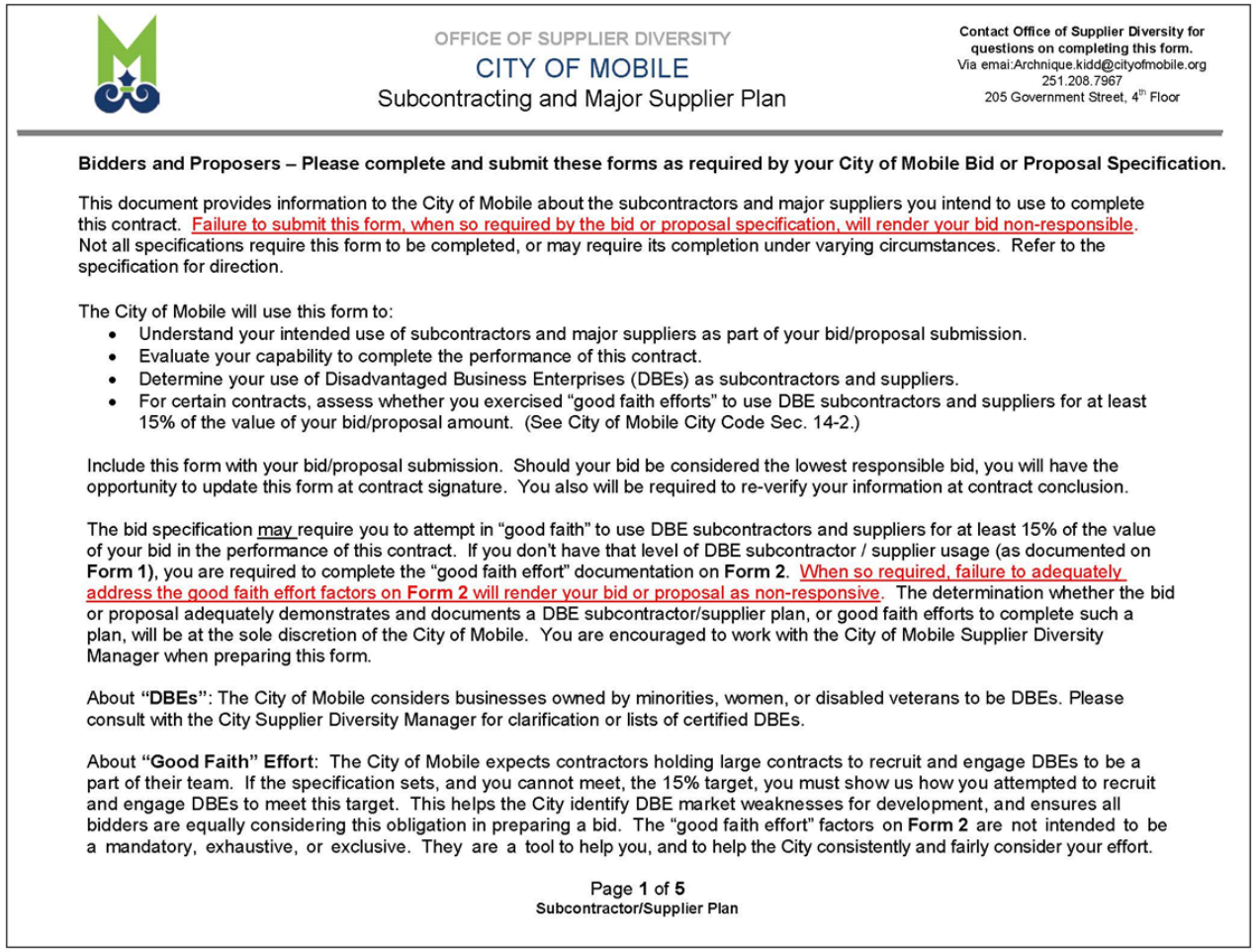
Timmons Group has more than 190 geospatial personnel, many of whom have certifications equipped to benefit our clients. Our personnel certifications include GIS Professionals (GISP), Project Management Professionals (PMP), and various ArcGIS Desktop, Enterprise, and Server certifications. As a firm, we are a Gold Esri Business Partner and have our Esri Release Ready Specialty, Esri ArcGIS Hub Specialty, and our ArcGIS Online Specialty.

Certification	Employee
Esri Geodata Management Professional	Matt Moore (v. 19-001)
	Trae Timmerman (2201)
Esri Administration Professional	Matt Moore (v 19-001)
Esri Enterprise System Design Associate	Jarrett Green (v.10.5)
	Trae Timmerman (2201)
Esri Web Application Developer Associate	Jarrett Green (v. 10.4)
	Jitendrudu Lacaraju (v. 10.2)
	Chaz Mateer
	Max Mauren (v. 10.4)
Esri ArcGIS Desktop Associate	Katie Clark (19-001)
	Christopher Colwell (19-001)
	William Dingus (v. 10.1)
	Matthias Joireman (v. 10.5)
	Ally Kennedy (v. 10.3)
	Brian Kingery (v. 10.5)
	Luay Salameh (v 9.3)
Esri Certified ArcGIS Online Administration Specialty	Brian Kingery (v.19-001)
	Trae Timmerman (v. 19-001)
Esri ArcGIS Utility Network Specialty	Ally Kennedy (v. 20-001)
	Drew Purzycki (v. 20-001)
ArcGIS Pro Associate	Drew Purzycki
	Theo Snead
Esri Certified Instructor for ArcGIS Desktop1: Getting Started with GIS	Luay Salameh (v.9.3)
Esri Certified Instructor for ArcGIS Desktop 2: GIS Tools and Functionality	Luay Salameh
Esri Certified Instructor for GIS Workflow and Analysis	Luay Salameh
Esri Certified Instructor for Building Geodatabases	Luay Salameh (v. 9.3)
Esri Certified Instructor for Data Production and Editing Techniques	Luay Salameh
Esri Certified Instructor for Working with Geometric Network for Utilities	Luay Salameh (v. 9.3)
Esri ArcGIS API for JavaScript Specialty	Jarret Green
AWS Certified Solutions Architect	Srinivas Havanur (Associate)
	Trae Timmerman (Associate)
	Noah Vaughn

Certification	Employee
AWS Certified Cloud Practitioner	Srinivas Havanur
	Jitendrudu Lacaraju
	Matt Moore
	Mireia Sanz Blasco
	Victor Staggs
	Dakota Talley
	Nathan Tate
	Michael Wen
AWS Certified Developer – Associate (DVA)	Chaz Mateer
	Omar Navarro
Microsoft Certified Software Developer	Michael Wen
Certified Mobile Tester	Amelia Weaver
Scrum Alliance Certified Scrum Master	Kelly Hall (PSM-I)
	Stephanie Herman
	Matthias Joireman
	Brian Kingery
	Stephanie Nace
	Bryant Overgard
	Mireia Sanz Blasco
	Nathan Tate
	Taylour Taylor
Scrum Alliance Certified Scrum Product Owner	Christopher Gerecke
	Stephanie Herman
	Brian Kingery
	Christopher Lutz
	Chaz Mateer
	Max Mauren
Accredited Software Tester	Jitendrudu Lacaraju
Certified Tester Foundation Level	Andrey Danilov
	Amelia Weaver
Certified Tester Foundation Level – Agile	Marty Davis
Geographic Information System Professional (GISP)	Parker Bradshaw
	Carson Coggins
	Brian Kingery
	Chaz Mateer
	Sarah Sheldon
	Timothy Sheldon
ITIL Foundation Certificate in IT Service Management	Stephanie Herman
Professional Land Surveyor	Randall Trott

Certification	Employee
FME Certified Professional	Ally Kennedy
	Will Wilson
Project Management Professional Certification	Michael Edwards
	Andy Fox
	Stephanie Herman
	Mattias Joireman
	Brian Kingery
	Dylan Sheets
	Lauren Sullivan
	Taylour Taylor
AICP (American Institute of Certified Planners)	Kelly Hall
Python Institute Certified Associate in Python Programming	Jarrett Green
CompTIA A+	Layne Stevanus
IIBA Certification of Capability in Business Analysis (CCBA)	Stephanie Nace
IPWEA Professional Certificate in Asset Management Planning	Sarah Sheldon

SUBCONTRACTING AND MAJOR SUPPLIER PLAN



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Page **1** of **5**
Subcontractor/Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Timmons Group
Address	1001 Boulders Parkway, Suite 300 Richmond, VA 23225
Telephone	804.200.6500
E-Mail	info@timmons.com

RFP/RFQ Solicitation Number	
Project Description	GIS Cloud Manages Services for Existing AWS Site
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 759 Female 240 Minority 154 Non-minority 848 Vets 43 Non-Binary: 3 Total #of Employees 1,002

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Mike Wiley

Signature: _____ Date: January 16, 2024

Title: Senior Consultant

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Mike Wiley Title: Senior Consultant

E-mail:_ Phone: mike.wiley@timmons.com | 917.848.6504

Page **2** of **5**
Subcontractor/Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 64,346 Date: 1 / 16 / 2024

Description GIS Cloud Managed Services for Existing AWS Site

Name of Bidder/Proposer: Timmons Group

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Page 3 of 5
Subcontractor/Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Timmons Group

Contact Person: Mike Wiley Phone 917.848.6504 Email mike.wiley@timmons.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

Page **4** of **5**
Subcontractor/Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

__X__ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Page **5** of **5**
Subcontractor/Supplier Plan

SIGNATURE PAGE

City of Mobile RFP
GIS Cloud Managed Services for Existing AWS Site *November 28, 2023*

EXHIBITS

Exhibit A: Proposal Submission Required Documents

All proposals shall be signed by an authorized principal of the Provider.
Proposers may use these forms or may generate a similar document with the required information. Please attempt to be concise in the narrative documents.

Signature Page

Proposer Name: Timmons Group

Proposer Address: 1001 Boulders Parkway, Suite 300

Richmond, VA 23225

Phone: 804.200.6500

Main POC/Title for RFP: Mike Wiley, Sr Consultant

Email Address: mike.wiley@timmons.com

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature:

Printed Name: Mike Wiley

Title: Sr Consultant

Date: 12/5/2023

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No X

If "Yes," please attach a separate page indicating those exceptions or clarifications.

COST PROPOSAL

PHASE ONE: UPGRADES/ ON-BOARDING COSTS	
Task	**Cost**
Discovery	$1,850.00
Technical Design & Upgrade Migration Planning	$3,355.00
Upgrade ArcGIS Enterprise	$16,603.00
Testing, Final Documentation, Go Live, and Onboarding	$6,538.00
Conduct Well Architected Framework Review	included
Total	$28,346.00

PHASE TWO: MAINTENANCE	
Task	**Cost**
Timmons Group Managed GIS Services (Monthly)	$3,000.00
Ongoing 24x7 incident support	included
Monthly operations and maintenance	included
Annual Total	$36,000.00

Timmons Group Hourly Rates for optional Special Projects	
Task	**Rate**
Project Manager	$185.00
Systems Architect / Infrastructure Lead	$215.00
Cloud Engineer	$195.00
GIS Technician	$110.00
GIS Analyst	$140.00
GIS Programmer/Analyst	$170.00
Software Engineer	$195.00
Sr. Software Engineer	$205.00
Sr. Project Manager	$225.00

APPENDIX: PROJECT MANAGEMENT

MANAGEMENT APPROACH

Timmons Group provides the following Project Management services throughout the duration of each project:

- Perform Business meeting(s) (in person or conference calls)
- Develop, in cooperation with the client Project Manager, a detailed Project Plan and Schedule
- Proactively manage and update Project Plan and Schedule, as required, throughout the duration of the Project. Project Plan and Schedule modifications will be facilitated on common agreement between the client and the team Project Manager
- Coordinate project events with the client Project Manager and team members
- Author, edit, review, and distribute project documentation and technical reports, as required
- Facilitate in-process review meetings with the client Project Manager and end-users as scheduled, and appropriate, throughout the duration of the project
- Perform miscellaneous project administration (e.g., internal project updates), and
- Anticipate problem areas then propose and facilitate solutions

Project Plan

Each project is defined and managed by a Project Plan. Our Project Plan is based on a proven template and includes the project scope, schedule, deliverables, and fee. The project plan is based on the requested scope of work and our team's proposed response, refined through negotiations with the client. The Project Plan is a living document that can evolve, though mutual agreement of the client and Timmons Group, as the project progresses.

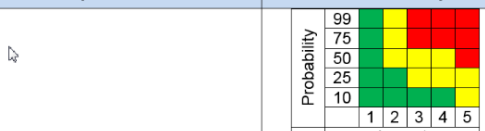
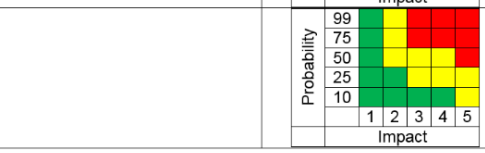
Issue/Action Item Management

During the project, the Project Manager will maintain a detailed issue/ action item tracking log. This will include issue details, issue status, issue assignments, and issue resolution details. Action items will be tracked in a similar fashion. The client Project Manager is encouraged to contribute issue/action items to the list. This list will be presented to the client Project Manager on a periodic basis, as agreed to by the client and team Project Manager, using the Project Progress Report (see below). This is normally done as part of a regularly scheduled project status report work process.

Risk Management

Risk Management is a fundamental project management element for Timmons Group projects. It is critical to ensure a level of contingency preparation should a risk become a reality. During the risk management process, likely risks associated with the implementation of the project are identified, along with their project impact and mitigation strategies.

Risks:

Project Risks and Impediments	Risk/Probability	Mitigation
		
		

Change Management

During the project, changes to the project plan may be required. Our change management process is designed to address these changes head-on, document them, and ensure they are reflected in an updated set of tasks. In some cases, the proposed change will affect schedule, costs, and scope. Should this occur, the Change Management Process will be used to manage expectations and clearly convey and document the impacts of such decisions on project scope, deliverable, schedule, and cost.

PROJECT COMMUNICATION TOOLS

We have a proven project communications process and plan that keeps your staff fully informed of the project progress. The project team uses a variety of project management tools throughout the project lifecycle, including:

- Zoom or Teams for project meetings – for schedule management
- Basecamp for project collaboration
- Invision – for wireframes and mockup reviews
- StoriesOnBoard – for backlog development
- Web-based Project Portal – for client communications and project document storage
- Secure FTP project folder or Dropbox folder – for data and program transfers
- Secure test environments – for software and data review and acceptance
- BitBucket / GIT – for application code management
- Pivotal Tracker – for application and data issue/bug tracking

Exhibit B: Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
222 Central Park Avenue, Suite 1340
Virginia Beach VA 23462

CONTACT NAME: Molly N. Helgeson
PHONE (A/C, No, Ext): 757-456-0577 **FAX (A/C, No):** 757-456-5296
E-MAIL ADDRESS: Molly.Helgeson@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : National Fire Insurance Co of Hartford	20478
INSURER C : American Casualty Company of Reading PA	20427
INSURER D : Insurance Company of the State of PA	19429
INSURER E : Endurance American Specialty Ins Co	41718
INSURER F : Valley Forge Insurance Company	20508

INSURED TIMMOGROUP1
Timmons Group, Inc.
1001 Boulders Parkway, Suite 300
Richmond VA 23225

COVERAGES **CERTIFICATE NUMBER:** 1681888354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		7034722646	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CompDed$250 X CollDed$1000		Y	BUA7034721934	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUE7034722632	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 11,000,000 $ 11,000,000
C F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC736112291 7034728589	11/1/2023 11/1/2023	11/1/2024 11/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Defense Base Act Professional Liability (E&O) incl Contractors Pollution Endt			43093581 DPL30027039101	11/1/2023 11/1/2023	11/1/2024 11/1/2024	DBA EL Limits PL Ea Claim/Aggregate PL Retention	$1M/$1M/$1M $5M/$5M $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella does not extend over the Professional Liability policy.
The certificate holder is included as Additional Insured under the General Liability for ongoing work and completed operations of the Named Insured for specifically referenced jobs if required by written contract.

A waiver of subrogation applies in favor of the certificate holder under Auto Liability with respect to work performed by the named insured for specifically referenced jobs if required by written contract.
A Waiver of Subrogation applies in favor of the Certificate Holder under the Workers' Compensation with respect to work performed by the named insured for specifically referenced jobs if required by written contract.
See Attached...

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kathleen C. Nasstrom

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AGENCY CUSTOMER ID: TIMMOGROUP1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh & McLennan Agency LLC		Timmons Group, Inc. 1001 Boulders Parkway, Suite 300 Richmond VA 23225
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the **"accident"** or the **"loss."**

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1.	Additional Insureds
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3.	Additional Insured – Extended Coverage
4.	Boats
5.	Bodily Injury – Expanded Definition
6.	Broad Knowledge of Occurrence/ Notice of Occurrence
7.	Broad Named Insured
8.	Contractual Liability – Railroads
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Location
12.	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
14.	Joint Ventures/Partnership/Limited Liability Companies
15.	Legal Liability – Damage To Premises
16.	Liquor Liability
17.	Medical Payments
18.	Non-owned Aircraft Coverage
19.	Non-owned Watercraft
20.	Personal And Advertising Injury – Discrimination or Humiliation
21.	Personal And Advertising Injury - Contractual Liability
22.	Property Damage – Elevators
23.	Retired Partners, Members, Directors And Employees
24.	Supplementary Payments
25.	Unintentional Failure To Disclose Hazards
26.	Waiver of Subrogation – Blanket
27.	Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds.**

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds.**

4. BOATS

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part.** However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim.**

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part.**

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse.** No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured.** This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured.**

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing**.**

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident.** All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS.** Please see that provision for the definition of **consolidated (wrap-up) insurance program.**

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work.**

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard.**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE.**

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability.**

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

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17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury.** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured.**

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured.**

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part.**

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability.**

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs.** Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim.**

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures.**

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program.**

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA

CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident,** and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim**, **incident** or such event covered by such **other insurance.**

With respect to **Coverage A – Excess Follow Form Liability** only, if:

a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;

b. Underlying Insurance includes that person or entity as an additional insured; and

c. Underlying Insurance provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Alabama Secretary of State

TIMMONS GROUP, INC.	
Entity ID Number	001-095-830
Entity Type	Foreign Corporation
Principal Address	1001 Boulders Pkwy Ste 300 North Chesterfield, VA 23225
Principal Mailing Address	1001 Boulders Pkwy Ste 300 North Chesterfield, VA 23225
Status	Exists
Place of Formation	Virginia
Formation Date	11/30/1984
Qualify Date	08/23/2023
Registered Agent Name	Registered Agents Inc
Registered Office Street Address	212 W. Troy St. Suite B Dothan, AL 36303
Registered Office Mailing Address	212 W. Troy St. Suite B Dothan, AL 36303
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	08/23/2023
Annual Reports	
Report Year	2022 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/23/2023 Certificate of Formation 3 pgs.

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CITY OF MOBILE RFP

Addendum 2 **Jan 12. 2024**

RFP Questions - City of Mobile GIS Cloud Managed Services

1. **Service Level Agreements (SLAs):** What are the expected SLAs for system uptime and response times for system issues?

   Expectations for system uptime and issues resolution will be at a higher-level during business hours and if the issue impacts critical business services. Proposer needs to provide what level of support they can provide during and off business hours. Business hours for the City of Mobile are Monday thru Friday 7:00am to 5:00pm.

2. **Database Management Expectations:** What are the specific roles and responsibilities expected from a Microsoft Certified Database Administrator?

   At a minimum, database backup, tuning, performance monitoring and recovery.

3. **Phase One Timeline:** What is the expected timeline for completion of Phase One – Upgrades/On-Boarding?

   Preference is within 120 days after contract approval.

4. **Performance Metrics:** What metrics will the city use to measure and evaluate the performance of the managed services?

   At a minimum, system stability, availability and responsiveness as well as vendor response to issues.

5. **Geodatabase Maintenance Details:** Could you supply more details on the current state of the GIS Enterprise Geodatabase (number of feature datasets & feature classes, average state count when conducting compresses, etc.) and any specific maintenance expectations?

   There are currently seven separate geodatabases on a single instance.

database name	size (MB)
census	4939
cityAssets	5056
gisLayers	21691
importedTables	3344
planning	132033
stormWater	11128
topo	77937

6. **System Administration Requirements:** What are the tasks involved in GIS System Administration under this contract's scope?

   See RFP page 6 for minimum expectations.

7. **Budget Constraints:** Is there a budget range the city has in mind for this project (phases 1 & 2)?

   No.

8. **Change Management Process:** What is the city's process for managing any changes to the scope of work or service requirements?

   We can do a "Change Order" on the contract for small changes. Any major pricing change to the contract, requires it to go before City Council again.

9. **Reporting Requirements:** What kind of reporting is required, and at what frequency?

Quarterly reports to review individual ArcGIS services usage and response times.

10. **Staffing Requirements:** Are there any minimum staffing requirements or expectations for vendor personnel?
    No minimum requirements. Expectations for staff is to support SLA.

11. **Incident Management Process:** What is the process for incident reporting and resolution?
    Proposer to provide suggested process.

12. **Project Success Criteria:** How does the city define success for this project?

    Clear communications between both parties.

13. **Usage and Accessibility:** Who are the primary users of these GIS services, and how are they accessed (publicly, internally, etc.)?
    Public and internal users.

14. **Service Performance Metrics:** Are there existing performance metrics or service levels for the current GIS services that need to be maintained or improved upon?
    No.

15. **Future Expansion Plans:** Are there plans to expand or significantly alter the GIS services or architecture in the near future (next 3 years)?
    No.

16. **Historical Data and Archiving Practices:** How does the city currently handle historical data within its GIS services, including archiving and retrieval practices?
    Database Server: Database backups are stored in a S3 bucket, with the most current also available at the file system level on a separate server.
    All other servers: All servers are cloned nightly using AWS third party service Cloud Protection Manager.

17. **Disaster Recovery:** What is meant by a disaster recovery "**protocol"** (e.g. technical protocol for recovery between AWS regions?, a set of procedures for recovering from a disaster?, or a more comprehensive disaster recovery plan?)
    If there is a critical server (EC2) failure, what is your plan for recovery.

18. **Windows Authentication:** Does the city intend to use Windows authentication for ArcGIS Portal only? Or for Portal and ArcGIS Online?

    For ArcGIS Portal only. For single sign on the city currently uses Okta for Tyler Enterprises and AzureAD for Nexgen EAM.

19. **Phase 1 Downtime:** How much downtime is acceptable during phase 1?
    Phase 1 downtime needs to take place during non-business hours. Preference is to limit this to 4 hours.

20. **Data holdings:** How much data (in GBs/TBs) is in the S3 storage in the MMC site?

S3 storage contains 1.8 TB. All storage is cached aerial photography.

21. **Licensing:** This work will require additional Microsoft and Esri licenses. Does the city already have the requisite licenses to conduct the proposed upgrades? Or would the city need guidance/assistance in purchasing those licenses?

    The city has an existing maintenance agreement with ESRI and Microsoft.

22. **Cost proposal for Phase 2:** For phase 2, ongoing maintenance and upgrades, are you expecting the vendor to propose estimated AWS costs? Or just professional services costs?

    Just professional services costs

23. Is the City's current AWS environment joined to the City's Microsoft Windows domain server?

    No – it is not.

24. If the current AWS environment is domain joined, can the City provide details on the site-to-site VPN configuration in place and/or a network diagram that describes how the City's on premise, Azure hosted domain controller and GIS cloud environments are networked?

    N/A

25. Is the City open to utilizing SAML2.0 or OpenID Connect for single sign on with ArcGIS rather than Integrated Windows Authentication? If so, does the City currently have AzureAD, Okta or similar solution implemented as an enterprise identity provider?

    Yes. The city currently uses Okta with Tyler and Nexgen uses AzureAD.

26. Can the City confirm for Phase One that the third-party SaaS integrations to be verified are Tyler EPL and Nexgen EAM?

    Yes.

27. Does the City currently have a set frequency or policy for GIS software updates or should providers propose?

    Providers propose

Request for Proposals

City of Mobile

REQUEST FOR PROPOSALS – Addendum 1

GIS CLOUD MANAGED SERVICES FOR EXISTING AWS SITE

The following updates and amendments are made to the City's Original Request for Proposals dated November 29, 2023. Changes are highlighted.

SECTION A. GENERAL INFORMATION

Objective

The City of Mobile ("City") is seeking proposals from qualified Providers to provide management/support for an existing gis cloud hosted site on Amazon Web Services ("AWS"). The City's existing gis site is currently managed by City gis staff and uses ESRI's software and Microsoft SQL Server for the enterprise geodatabase. **Preference is for the Provider to be recognized as an ESRI ArcGIS Cloud Service Provider; in addition to certifications in AWS (System Administration and Security) and a Microsoft Certified Database Administrator.** Support is expected to be available 24/7, as well as continuous system monitoring. All work must be done in the United States and shall not be subcontracted to any entity or country outside of the United States.

SECTION C. EVALUATION CRITERIA

Project approach, recommended implementation strategies, ability to provide 24/7 support and anticipated "live" time.	**35 pts**
Provider's qualifications and proven experience with similar projects, and references.	**35 pts**
Certification as ESRI Partner. Certifications in AWS and Microsoft Database Administration.	**10 pts**

Proposed cost.	20 pts

EXHIBITS

Exhibit A: Proposal Submission Required Documents

Experience Narrative

Company history and experience. Qualifications and experience of individual team members that will contribute to this project.

Include:

- Company qualifications and experience to manage this service.
- Short professional biography for each team member, highlighting experience relevant to this project. Please include **any** professional certifications with ESRI, AWS and Microsoft.

ESRI Documentation

Include documents **if you are recognized** as an ESRI Partner with specialties in ArcGIS Cloud Services and System Ready.

Request for Proposals

GIS Cloud Managed Services

for Existing AWS Site

City of Mobile, Alabama

GIS Department

November 29, 2023

REQUEST FOR PROPOSALS
GIS CLOUD MANAGED SERVICES FOR EXISTING AWS SITE

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SECTION A. GENERAL INFORMATION

Objective

The City of Mobile ("City") is seeking proposals from qualified Providers to provide management/support for an existing gis cloud hosted site on Amazon Web Services ("AWS"). The City's existing gis site is currently managed by City gis staff and uses ESRI's software and Microsoft SQL Server for the enterprise geodatabase. Interested Providers must be recognized as an ESRI ArcGIS Cloud Service Provider, certified in AWS (System Administration and Security) and a Microsoft Certified Database Administrator.

Support is expected to be available 24/7, as well as continuous system monitoring. All work must be done in the United States and shall not be subcontracted to any entity or country outside of the United States.

Schedule

Following is a list of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

Actions	Date - Estimated
Release of RFP	November 29, 2023
Deadline for questions and requests for clarification or information.	January 10, 2024 by 3:00pm CT.
Proposal Submission Due Date - Proposal must be received, via gis@cityofmobile.org as required.	January 17, 2024 by 4:00pm CT.
RFP Review Begins.	January 18, 2024
Short List Selection Notifications for Interview (TEAMS). Those *not selected* will be notified via email.	February 1, 2024
Short List interviews.	February 5th to 9th, 2024
Selection.	February 16, 2024
Contract Start Date.	ASAP After Contract Negotiation and City Council Approval

Submission of Proposal

a. Responses to this RFP will be accepted until 4:00 P.M. CT January 17, 2024. All proposals are to be completed and submitted in PDF format to gis@cityofmobile.org. The entire submittal should be submitted as one (1) file. Please do not submit individual documents or sections separately. Any proposal received after the deadline

for submission will not be accepted or considered for award. It is the sole responsibility of the proposer to ensure delivery by specific deadlines.

b. The City reserves the right to reject any and all proposals submitted and re-advertise at the its sole discretion.

c. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. The City will evaluate the proposals received based on responsiveness to the evaluation criteria and based on the information provided.

d. All submittals upon receipt become the property of the City. Submission of a proposal indicates acceptance by the Provider.

e. All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by the Proposer(s) prior to contract commencement.

f. Any proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the City. A duly authorized representative shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects.

Written Requests for Interpretations/Clarifications

No oral interpretations will be made to any Proposer as to the meaning of specifications or any other documents. All questions pertaining to the terms and conditions or statement of work must be sent by e-mail to gis@cityofmobile.org no later than 4:00 pm CT, January 10, 2024. Responses to questions may be handled as an addendum if they provide clarification to requirements of the proposal. This RFP and any addendums may be found at www.CityofMobile.org/bids. Proposers are responsible for monitoring this site for any potential addendums the City may post.

Pricing

Provide a cost proposal based upon your understanding of the scope of work, tasks and schedule. Differentiate Phase One Upgrade costs from Phase Two monthly/annual management services, cloud services and maintenance costs. Cost for Phase Two monthly/annual management services should include annual upgrades in software and AWS services as needed. Proposer to include an hourly cost for special project support as needed. **Monthly cost for the existing AWS account and ESRI licenses will continue to be paid by the City separately from the support contract.**

Evaluation Criteria

Section C indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include enough information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee.

Period of Contract

A three-year contract will be awarded, subject to annual renewal and recommendation of the IT Deputy Director - GIS. The City reserves the right to cancel the contract during the three-year period for non-compliance or other cause. The City has the option to execute two additional one-year contracts with the Provider based on information in the original proposal. In the event that a mutually agreeable contract cannot be negotiated between the selected Provider and the City, the City reserves the right to select an alternate Provider.

Subcontracting

Should any Proposer consider subcontracting portions of the contract, that fact must be clearly identified in the proposal along with the name of the subcontractor. Proposer will give complete details of the expected use of subcontractors. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

SECTION B. STATEMENT OF WORK

General

The City is seeking proposals for managed GIS services to ensure its existing cloud GIS environment is safe, secure, and reliable. **While selected Provider will manage the AWS site, GIS staff will continue to create & maintain gis feature layers, map/feature services & web applications.**

Details of existing environment and licensing are provided in Exhibits B, C and D.

Third Party Integrations

The GIS system is integrated with two SaaS solutions, Tyler EPL (EnerGov) and Nexgen EAM.

- https://www.tylertech.com/products/enterprise-permitting-licensing
- https://www.nexgenam.com/solutions-and-services/

The selected Provider, along with city gis staff, will be responsible for maintaining integrations and responding to any issues.

Statement of Work ("SOW")

The City has identified two phases for the SOW.

1. **Phase One – Upgrades/On-Boarding**

Tasks include but are not limited to the following.

a. Update existing ArcGIS Enterprise from 10.9.1 to 11.2. This will include changing the existing setup from a stand-alone ArcGIS server to a federated server.
b. Update existing SQL Server Enterprise Geodatabase from 2017 to 2022.
c. Create and implement disaster recovery protocol for site.
d. Evaluate existing security and provide details of any suggested change.
e. Evaluate existing usage of EC2's and provide details for any suggested change.
f. Move an ArcGIS Server from another AWS site to City's AWS site.
g. Implement Integrated Windows Authentication.
h. Verify integrations with third-party SaaS solutions.

2. **Phase Two – Maintenance**

The tasks include but are not limited to the following.

a. GIS System Administration:
   - Provide general maintenance.
   - Update gis software as required.

- Troubleshoot any issues with ESRI Technical Support.
- Continuous infrastructure monitoring of EC2's and ArcGIS Server services.

b. GIS Enterprise Geodatabase Maintenance and Backup
   - Provide ongoing database maintenance to include, but not limited to, database backup, update database statistics, compression, and rebuild indexes on system tables.
   - Update software as needed.
   - Protocol to recover lost data due to human error.

SECTION C. EVALUATION CRITERIA

Project approach, recommended implementation strategies, ability to provide 24/7 support and anticipated “live” time.	30 pts
Provider’s qualifications and proven experience with similar projects, and references.	30 pts
Certification as ESRI Partner. Certifications in AWS and Microsoft Database Administration.	20 pts
Proposed cost.	20 pts

EXHIBITS

Exhibit A: Proposal Submission Required Documents

All proposals shall be signed by an authorized principal of the Provider.
Proposers may use these forms or may generate a similar document with the required information. **Please attempt to be concise in the narrative documents.**

Signature Page

Proposer Name: _____

Proposer Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP_____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

Cost Proposal

Provide a cost proposal based upon your understanding of the statement of work and tasks. Differentiate Phase One Upgrade/On-Boarding costs from Phase Two monthly/annual management services. Cost for Phase Two monthly/annual management services should include annual upgrades in software and AWS services as needed. Proposer will include an hourly cost for special project support as needed.

Monthly cost for the existing AWS account will continue to be paid by the City separately from the support contract. ESRI and Microsoft Licenses will continue to be paid under the City's existing software agreements.

Total Cost	
Phase One – Upgrade/On-Boarding ***List each task included in cost.***	
Total Monthly Cost	
Phase Two - Monthly Maintenance / Support ***List each task included in cost.***	
Hourly Cost for Special Projects Support	
Hourly Cost for Special Projects Support	

Additional Comments:

Additional Required Documents

References from at least three current customers with similar SOW

Include a summary of each project that show your qualifications and experience in performing services similar in scope and substance to this project.

Include for each reference:

- Customer contact information, location, and current service time period.
- Current gis services provided.
- Unique technical challenges and how you managed them.

Experience Narrative

Company history and experience. Qualifications and experience of individual team members that will contribute to this project.

Include:

- Company qualifications and experience to manage this service.
- Short professional biography for each team member, highlighting experience relevant to this project. Please include professional certifications with ESRI, AWS and Microsoft.

Project Approach

Describe your understanding of the project objectives and address your approach to the major elements outlined in the SOW. **You should include any steps or tasks not included in the SOW that you think would materially affect the progression and quality of the project. This is a production site and the proposer must account for continuity of gis services during both phases.**

At a minimum include:

- Your plan to provide support 24/7, response and recovery timelines as well as expected downtimes for system maintenance.
- Communications plan between City's gis staff and Provider to assure any changes/issues are known to both parties.
- Diagram of the proposed GIS cloud environment with details on suggested changes.
- Frequency of OS updates and patches.
- Monitoring strategies and notification protocol of issues to City.

- Backup and retention plan of EC2's and enterprise geodatabase.
- Security administration and management. Give details on your suggested best practices. You are not expected to evaluate the existing site.
- ESRI upgrade plan and maintenance.
- Active directory implementation plan.
- Project schedule.

ESRI Documentation

Include documents showing your Provider is recognized as an ESRI Partner with specialties in ArcGIS Cloud Services and System Ready. Be sure to include ESRI certifications for any project staff.

Subcontracting and Major Supplier Plan

Complete Disadvantaged Business Enterprises form in Exhibit E.

Exhibit B: Current Server Software License and Analytics Report

License #	License	License Type
1	Enterprise Advanced Up to Four Cores Maintenance	Server
1	Image Server Up to Four Cores Maintenance	Server
1	Enterprise Advanced Up to Four Cores Migrated Maintenance	Server
	Portal Users - 124 Assigned Creator - 100 / Viewer - 100	

ArcGIS Server Analytics Report - COM & MMC	
Total Started Services	142
Total Minimum Instances Per Node (started)	117
Total Maximum Instances Per Node (started)	346
Service Provider	**Value**
ArcObjects (ArcMap-based, dedicated instance) started services	79
ArcObjects (ArcMap-based, dedicated instance) minimum instances (sum)	73
ArcObjects (ArcMap-based, dedicated instance) maximum instances (sum)	182
ArcObjects11 (Pro-based, dedicated instance) started services	61
ArcObjects11 (Pro-based, dedicated instance) minimum instances (sum)	42
ArcObjects11 (Pro-based, dedicated instance) maximum instances (sum)	160
DMAPS (Shared Instance) started services	2
DMAPS (Shared Instance) minimum instances (sum)	2
DMAPS (Shared Instance) maximum instances (sum)	4
Service Type	**Value**
GeoCodeServer started services	4
GeoCodeServer minimum instances (sum)	4
GeoCodeServer maximum instances (sum)	8
GeometryServer started services	1
GeometryServer minimum instances (sum)	1
GeometryServer maximum instances (sum)	2
GPServer started services	41
GPServer minimum instances (sum)	9
GPServer maximum instances (sum)	116
MapServer started services	96
MapServer minimum instances (sum)	103
MapServer maximum instances (sum)	220

Exhibit C: Proposed Site

After Phase One, the City's AWS site should contain the following elements.

- Load Balancer
- Web Server IIS
- 2 ArcGIS Servers - Federated
- Portal using City Active Directory (Hosted on Azure)
- Data Store
- SQL Server Enterprise Geodatabase

While this is a general roadmap on the upgrades/changes the City is looking to implement, it is not meant to restrict any proposals from being submitted. The proposer must explain any suggested changes submitted.

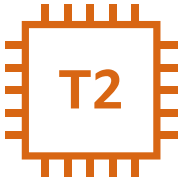
Exhibit D: Current Site Diagram

There are two existing AWS sites managed by the City. Site One is the City of Mobile (“COM”) and the second is the Mobile Mapping Consortium (“MMC”).

Phase One of the SOW is to move the single ArcGIS server on the MMC site to the COM site, along with the services and cache files located in S3 buckets. After the server is merged into the COM site, the MMC site and server will be deactivate, resulting in a single site for both ArcGIS Servers.

City of Mobile GIS (COM) Current ArcGIS Enterprise Configuration - AWS

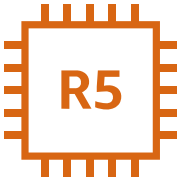
Web Server



vCPU: 2
RAM: 4 gb
Volumes: C: 50gb

EC2 Instance Type: t2.medium
Software: Web Adaptors – v.10.9.1
Portal and AGS Server
Applications Hosted:
My Place HTML5/JS
File Share

SQL Server



vCPU: 4
RAM: 32 gb
Volumes: C: 60gb
D: 50gb
E: 55gb
W: 100gb

EC2 Instance Type: r5.xlarge
Win Server: 2019
Software: SQL Server 2017 Std

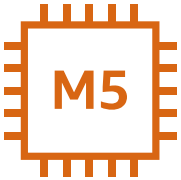
Elastic Load Balancer



Type: Application
Scheme: Internet Facing

NOTE: Load balancer is used to take advantage of AWS auto-renew SSL certificate. Domain is managed thru the City's website provider.

Portal

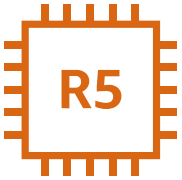


vCPU: 4
RAM: 16 gb
Volumes: C: 60gb
D: 100gb

EC2 Instance Type: m5.xlarge
Software: Portal for ArcGIS – v.10.9.1
Named Users: 100
User Store: Built In

NOT Federated

ArcGIS Server – Stand Alone



vCPU: 4
RAM: 32 gb
Volumes: C: 60gb
D: 100gb

EC2 Instance Type: r5.xlarge
Software: ArcGIS Server – v.10.9.1
S3 Buckets: Used to store caches.

All servers are reserved instances set to expire 5/1/2024.
Current backup is third party solution thru AWS – Cloud Protection Manager.

11/28/2023

Mobile Mapping Consortium (MMC)
Current ArcGIS Enterprise Configuration - AWS

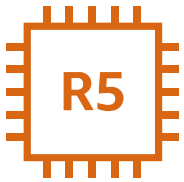
Elastic Load Balancer



Type: Application
Scheme: Internet Facing

NOTE: Load balancer is used to take advantage of AWS auto-renew SSL certificate. Domain is provided by AWS Route 53.

ArcGIS Server – **Stand Alone**



vCPU: 4
RAM: 32 gb
Volumes: C: 60gb
D: 100gb

EC2 Instance Type: r5.xlarge
Software: ArcGIS Server – v.10.9.1
Image Server
S3 Buckets: Used to store **ALL** caches.

Server is a reserved instance set to expire 4/21/2024.
Server is used to provided caches only, no data or query capabilities. Due to limited changes on site, server is manually cloned after changes.

Current AWS Services

COM
Cloud Watch
CP Mgr (Backups)
Data Transfer
EC2's
Elastic Load Balancing
Guard Duty
S3 - Storage
S3 Glacier Deep Archive
Support (Business)
VPN

MMC
Cloud Watch
Data Transfer
EC2's
Elastic Load Balancing
GuardDuty
Route 53
S3 - Storage

Exhibit E: Subcontracting and Major Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

E-mail:_ Phone: _____

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	**Did you do these suggested areas for DBE recruitment and engagement**
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

01-347 **2024**

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Timmons Group, Inc., for three years, and renewable without further approval by City Council for two additional one-year periods, for GIS web management services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 2:27 PM

RESOLUTION

FOR APPROVAL OF BONDS PURSUANT TO SECTION 147 OF THE INTERNAL REVENUE CODE

Sponsored by: City Council

WHEREAS, Infirmary Health System Special Care Facilities Financing Authority of Mobile, a public corporation organized under the laws of the State of Alabama (the "Authority"), proposes to issue its revenue bonds (the "Bonds") to provide financing for the benefit of Infirmary Health System, Inc., an Alabama nonprofit corporation ("IHS"), and its affiliates, Mobile Infirmary Association, an Alabama nonprofit corporation ("Mobile Infirmary"), and Gulf Health Hospitals, Inc., an Alabama nonprofit corporation ("Gulf Health"). IHS, Mobile Infirmary and Gulf Health are the members of an Obligated Group (the "Obligated Group") under a master trust indenture and will be obligated for the payment of the Bonds. IHS and the other members of the Obligated Group own and operate health care facilities in the City of Mobile, Mobile County and Baldwin County;

WHEREAS, the Bonds are being issued in one or more series, at one or more times, in an aggregate principal amount of up to $350 million (the "Maximum Amount") as part of a plan to finance or refinance certain health care facilities of the Obligated Group. All series of Bonds to be issued under the plan of financing will be issued within three years after the issue date of the first issue. Proceeds of the Bonds will be made available to IHS and the other members of the Obligated Group and used to:

(1) refund all or a portion of certain outstanding indebtedness (the "Refunded Debt") issued for the benefit of the Obligated Group, including without limitation the Authority's Revenue Bonds (Infirmary Health System, Inc.), Series 2021B issued in the original principal amount of $20,000,000 and its Revenue Bonds (Infirmary Health System, Inc.), Series 2021C issued in the original principal amount of $50,000,000. The Refunded Debt financed, refinanced or reimbursed costs of health care facilities operated by the Obligated Group at the locations listed below; and

(2) finance or reimburse IHS or other members of the Obligated Group for the costs of certain capital improvements to the Obligated Group's health care facilities, which may include hospital facilities, medical office buildings, outpatient clinics, building additions or renovations, new or replacement equipment and other capital expenditures for the integrated health care delivery system of IHS. The capital improvements to be financed or refinanced with proceeds of the Bonds are referred to collectively herein as the "Project";

WHEREAS, all or portions of the Project may be located at any one or more of the following locations where IHS operates its health care delivery system:

(i) the Mobile Infirmary Medical Center campus (including Infirmary LTAC Hospital located at the Mobile Infirmary campus), located at 5 Mobile Infirmary Circle, Mobile, Alabama;

(ii) the Thomas Hospital campus, located at 750 Morphy Avenue, Fairhope, Alabama;

(iii) the North Baldwin Infirmary campus, located at 1815 Hand Avenue, Bay Minette, Alabama;

(iv) clinic facilities of the Obligated Group located at 7101 Highway 90, Daphne, Alabama;

(v) clinic and free standing emergency department facilities of the Obligated Group at the Obligated Group's Saraland campus, located at 95 Shell Street, Saraland, Alabama; and

(vi) clinic and free standing emergency department facilities of the Obligated Group at the Obligated Group's Malbis campus, located at 29487 State Highway 181, Daphne, Alabama.

Up to the entire Maximum Amount may be used for the Project at any one of these locations;

WHEREAS, the facilities that comprise the Project are or will be owned and operated by IHS, MIA, Gulf Health, Infirmary Health Hospitals, Inc. and/or their subsidiaries and affiliates (each of which is a member of the Obligated Group or an affiliate of IHS);

WHEREAS, the Bonds will be special or limited obligations of the Authority payable solely from payments by IHS pursuant to one or more loan agreements and corresponding notes, and payments by the Obligated Group pursuant to one or more master indenture obligations. The Bonds will not be general obligations of the Authority and will not in any way constitute a debt, liability or obligation of the State of Alabama or any political subdivision of the State of Alabama, including without limitation, Mobile, Alabama (the "City"). The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds, accessible to the public by telephone, was conducted by the Authority on behalf of the City at 11:00 a.m. on Wednesday, April 3, 2024. Notice of such hearing was given by electronic posting on the City's public website in an area of that website used to inform the City's residents about events affecting the residents. Such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Project to express their views, both orally and in writing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF MOBILE, ALABAMA, that it hereby consents to and approves the issuance of the Bonds for the purposes set forth herein and the refunding of such Bonds from time to time. This consent and approval is being given pursuant to, and solely for the purposes of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the final regulations promulgated thereunder, and Title 11, Chapter 62 of the Code of Alabama of 1975, as amended. This consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Project or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the City or the undersigned, in either an individual or official capacity.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF MOBILE, ALABAMA, this 16th day of April, 2024.

William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

I, Lisa C. Lambert, City Clerk of the City of Mobile, Alabama, do hereby certify the foregoing to be a true and exact copy of a Resolution approved and adopted by the City Council of Mobile, Alabama, at its regular meeting held on the 16th day of April, 2024.

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Truck Equipment Sales, Inc., for truck and van accessories for fleet management.
General Fund.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240408 Accessories Agenda Package Bids	Cover Memo	4/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 12:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5864	Truck/Van Accessories	30	See bid submission	Three months, renewable for five additional three-month periods.	(208560) Truck Equipment Sales, Inc.

Adopted:

_____

City Clerk

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: tajbe Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/22/2023	5864	GARAGE	To Be Determined

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, January 09, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TRUCK/VAN ACCESSORIES INCLUDING INSTALLATION

Bid your best price for items on this bid.

The City will base its purchases on the best price combination of items bid. The City desires not to go to multiple locations to get accessories for one vehicle.

When a vehicle is to receive the item(s)/accessory(s) on the bid, the City will build a package and make the purchase from the vendor where the pricing combination gives the best price to be done at one location.

The purchase will be on a vehicle-by-vehicle combination of the best price. Based on history more than one vendor will be getting purchase orders as a result of this bid. This gives the City the best pricing combination and business to multiple vendors.

Vendor's must have a place of business with a shop within 15 miles of the City of Mobile.

Vendor's will be responsible to supply product and to make the installation.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name TRUCK EQUIPMENT SALES

Typed Signature MATT FREY

By [signature]

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 6					
	NERF BARS/SIDE STEPS: Two Door (Powder Coat Black), 4 inch Oval Wheel to Wheel Type Make & Model NFAB F1577RC-4		633	00		
	NERF BARS/SIDE STEPS: Four Door (Powder Coat Black), 4 inch Oval Wheel to Wheel Type Make & Model NFAB F1596CC-6-TX		733	00		
	BED LINER: Spray in 5.5 ft. Make LINE-X		475	00		
	BED LINER: Spray in 6.5 ft. Make LINE-X		475	00		
	BED LINER: Spray in 8 ft. Make LINE-X		475	00		
	TOOL BOX: Aluminum, Low Profile, Side Opening 2 Door/Lid Make & Model UWS TB-69		443	00		
	TOOL BOX: Aluminum, Extra Deep, Side Opening 2 Door/Lid Make & Model UWS TBD-69		560	00		
	TOOL BOX: Aluminum, Low Profile, Single Lid Full Opening Make & Model UWS TBS-69-LP		413	00		
	TOOL BOX: Aluminum, Extra Deep, Single Lid Full Opening Make & Model UWS TBSD-69		514	00		
	TONNEAU COVER: A.R.E. LSII Fiberglass Painted to Match Vehicle Color, 5.5 Foot. Make & Model LEER 500		1813	00		
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales, Inc

By [signature]

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 3 of 6					
		TONNEAU COVER: A.R.E. LSII Fiberglass Painted to Match Vehicle Color, 6.5 Foot.					
		Make & Model Leer 500		1813	00		
		TONNEAU COVER: A.R.E LSII Fiberglass Painted to Match Vehicle Color, 8 foot					
		Make & Model Leer 500		1880	00		
		LADDER RACK: VANS - Kargo Master Dual Drop Ladder Rack EZ Drop.					
		Make & Model Kargo Master 4THSDD		3634	00		
		LADDER RACK: TRUCKS – Kargo Master Pro II w/ Ratchet Straps (2 each).					
		Make & Model Kargo Master Pro II		1750	00		
		TOWING PACKAGE:					
		· Rear Receiver Hitch: Install 2 Inch Receiver Hitch with 4 and 7 Pin Connector Plug					
		Make & Model Curt Hitch w/ Plug		451	00		
		· Install Brake Controller					
		Controller Model Curt 51120		145	00		
		· Front 2 Inch Receiver Hitch					
		Make & Model Curt 31088		395	00		
		· Front Winch Mount Kit					
		Make & Model No Bid					
		NO INSERTS ARE TO BE PROVIDED WITH HITCHES					
		CORNER STROBE LIGHTS:					
		NO CORNER LED STROBES ARE TO BE INSTALLED OR MOUNTED IN FRONT HEADLIGHTS OR FRONT TURN SIGNALS OR REAR TAILLIGHT FIXTURES					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales, Inc

By [signature]

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

LED STROBES ARE TO BE RATED CLASS 1

LIGHTS: 4 Corner LED Strobe Lights Surface Mount, installed

Make & Model Buyers Products 8892201 8892200 — 550.00

LIGHTS: 4 Corner LED Strobe Lights with 3 Separate Stand-Alone Fixtures

Make & Model Buyers Products 8892201 8892200 — 650.00

LIGHTS: Corner LED Strobes Pair of 2 LEDS for use on Vehicle not needing or able to use 4 LED Heads Front or Rear Only needing 2 on Front or Rear Only
For set of 2 LED strobe heads

Make & Model Buyers Products 8892201 — 450.00

LIGHT BAR: Light Bar LED Yellow/Amber Warning Lights less than 42" Width of Vehicle. Flat Roof Bolt on Mount to have 4 Corner LEDS and 2 LEDS on Bar Between End, 4 LEDS facing forward and 4 LEDS facing to the rear. Must be rated Class 1. Bar may be mounted to headache rack or to roof of camper-type shell.

Make & Model Buyers Products 8893048 — 974 —

LIGHT BAR: Light Bar LED Yellow/Amber Warning Lights less than 42" or Greater than Width of Vehicle. Flat Roof Bolt on Mount to have 4 Corner LEDS and 2 LEDS on Bar Between End, 4 LEDS Facing Forward and 4 LEDS facing to the rear. Must be rated Class 1. Bar may be mounted to headache rack/light bar or to roof of camper-type shell.

Make & Model Buyers Products 8893048 — 974 —

LIGHT BAR: Light Bar LED Yellow/Amber Warning Light 42 inch or less in width with hook on mount. To have 4 corner LEDs and 2 LEDs on/in bar between the ends. 4 LEDs facing forward and 4 LEDs facing facing to the rear. Must be Class 1 rated.

Make & Model Buyers Products 8893048 — 974 —

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales Inc

By [signature]

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

LIGHT BAR: Light Bar LED Yellow/Amber Warning Light
42 inch or Greater not to exceed 72 inches with hook on mount.
To have 4 corner LEDs and 2 LEDs on/in bar between the ends.
4 LEDs facing forward and 4 LEDs facing facing to the rear.
Must be Class 1 rated.

Make & Model Buyers 8893048 — 974 -

UNDER BODY/RUNNING BOARD LED LIGHTS: Amber or White in color.
Minimum of 4 lights per side. Must be Class 1 rated.

2 Door Cab Truck

Make & Model Buyers Products 8892240 — 650 -

4 Door Extended Cab Truck

Make & Model Buyers Products 8892240 — 650 -

4 Door Crew Cab or Super Crew Cab Truck

Make & Model Buyers Products 8892240 — 650 -

SLIDING BED TRAY: (CARGO GLIDE): 1000LB 75% Extension

Make & Model CG1000-6348 — 1575 00

SLIDING BED TRAY: (CARGO GLIDE): 1500LB 100% Extension

Make & Model CG1500-6348 — 1993 00

ALL PRICES MUST INCLUDE INSTALLATION

Business License Required (See Instruction #14)

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales, Inc.

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Pricing to be firm for one (3) three-month period following the award of this bid. At the option of the City of Mobile, the award of this bid may be extended for up to five (5) additional three (3) month periods.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Be sure to sign and return this page including the terms and conditions on the reverse of Page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

For questions, please email the City of Mobile Purchasing Department at purchasing@cityofmobile.org. The City will answer questions about products up to 2 business days before the bid opening.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Truck Equipment Sales, Inc

By [signature]

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Howard Industries, Inc for new operations center video wall for MPD.
Capital equipment

Amount of Contract:

$299,197.28

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240409 Howard Agenda Package POs	Cover Memo	4/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6728	2024	(1530) POLICE ADMIN SERVICES	NEW OPERATIONS CENTER VIDEO WALL FOR MPD (OMNIA/NCPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$299,197.28	(292451) HOWARD INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER OMNIA/NCPA CONTRACT #01-145. PRICE INCLUDES: REMOVING OLD VIDEO WALL AND REPLACING THE VIDEO WALL WITH ALL NEW PRODUCTS. PRICE INCLUDES INSTALLATION AND TRAINING. WALL IS TO BE IN PLACE AND FULLY FUNCTIONAL FOR THE 2024 HURRICANE SEASON.			
001	4-Series™ Control System w/control subnet MPN: CP4N Contract: NCPA 01-145	1.00 EACH	1818.00000	1818.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			1818.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
002	DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White MPN: HD-TX-4KZ-101-1G-W Contract: NCPA 01-145	2.00 EACH	266.00000	532.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			532.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	DM Lite® 4K60 4:4:4 Receiver for HDMI® Signal Extension over CATx Cable MPN: HD-RX-4KZ-101 Contract: NCPA 01-145	2.00 EACH	236.00000	472.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			472.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	DM Lite® 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable MPN: HD-TXC-4KZ-101 Contract: NCPA 01-145	2.00 EACH	278.00000	556.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			556.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
005	DM Lite® 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable MPN: HD-RXC-4KZ-101 Contract: NCPA 01-145	2.00 EACH	278.00000	556.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			556.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	Digital Graphics Engine 100 MPN: DGE-100 Contract: NCPA 01-145	2.00 EACH	1298.00000	2596.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050.			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	E C0891 .ARCHITECTU. .			2596.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	Samsung QB75C - 75' Diagonal Class QBC Series LED-backlit LCD display - Crystal UHD - digital signage - Tizen OS - 4K UHD (2160p) 3840 x 2160 MPN: QB75C Contract: NCPA 01-145	2.00 EACH	1841.00000	3682.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			3682.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	Chief Fusion Large Tilt TV Wall Mount - For Displays 42-86' - Black - Large - mounting kit (wall mount) - micro adjustment - for LCD display - black - screen size: 42'-86' MPN: LTM1U Contract: NCPA 01-145	2.00 EACH	269.00000	538.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			538.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
009	Custom CORIOmaster2 video processor MPN: CM2-547-MK2 Contract: NCPA 01-145	1.00 EACH	42112.00000	42112.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			42112.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
010	Custom LED Direct View Video wall, 1.56mm, 4608x1296 MPN: EngageNXT Contract: NCPA 01-145	1.00 EACH	155334.00000	155334.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			155334.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
011	ZyPerUHD60 Encoder, 3x1 Switching Input, Dual LAN with Integrated Management MPN: ZUHD60-2EMP Contract: NCPA 01-145	1.00 EACH	2119.00000	2119.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			2119.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
012	ZyPerUHD60 Encoder, 3x1 Switching Input MPN: ZUHD60-1E Contract: NCPA 01-145	11.00 EACH	942.00000	10362.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			10362.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
013	ZyPerUHD60 Decoder, Single LAN MPN: ZUHD60-1D Contract: NCPA 01-145	1.00 EACH	942.00000	942.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			942.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
014	ZyPerUHD60 6RU Rack Mount MPN: ZUHD60RACK Contract: NCPA 01-145	2.00 EACH	511.00000	1022.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			1022.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
015	ViewSonic TD2430 - LED monitor - 24' (23.6' viewable) - touchscreen - 1920 x 1080 Full HD (1080p) - VA - 3000:1 - 10 ms - HDMI, VGA, DisplayPort - speakers MPN: TD2430 Contract: NCPA 01-145	2.00 EACH	318.00000	636.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			636.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
016	Q-SYS network + analog I/O processor (v2) MPN: CORE 110f-v2 Contract: NCPA 01-145	1.00 EACH	2981.00000	2981.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			2981.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
017	Shure ULX-D Digital Wireless System ULXD4D - Wireless audio receiver for wireless microphone MPN: ULXD4D=-H50 Contract: NCPA 01-145	1.00 EACH	2532.00000	2532.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			2532.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
018	Shure ULXD1 - Wireless bodypack transmitter for wireless microphone system MPN: ULXD1=-H50 Contract: NCPA 01-145	1.00 EACH	449.00000	449.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			449.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
019	Shure WL185 MPN: WL185 Contract: NCPA 01-145	1.00 EACH	102.00000	102.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			102.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 15

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
020	Shure ULXD2/SM58 - Microphone MPN: ULXD2/SM58=-H50 Contract: NCPA 01-145	1.00 EACH	478.00000	478.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			478.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
021	Shure SBC200-US MPN: SBC200-US Contract: NCPA 01-145	1.00 EACH	207.00000	207.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			207.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 16

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
022	Shure SB900B - Battery - Li-Ion - 1240 mAh - 4.59 Wh - for Shure AD3, P10, ULXD2/KSM9HS; QLX-D QLXD2/KSM9HS; ULX-D ULXD2/B87, ULXD2/K8 MPN: SB900B Contract: NCPA 01-145	2.00 EACH	90.00000	180.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			180.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
023	Vaddio EasyIP AV-Over-IP Video Conferencing Decoder - Black - Audio/video over IP decoder MPN: 999-60210-000 Contract: NCPA 01-145	1.00 EACH	767.00000	767.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			767.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
024	EasyIP 5 ePTZ Camera MPN: 999-30150-000 Contract: NCPA 01-145	1.00 EACH	2224.00000	2224.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			2224.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

025	Vaddio EasyIP CeilingMIC Conference Microphone - For Video Conferencing - White - Microphone - RJ-45 - white - for EasyIP AMS-1816P MPN: 999-85810-000 Contract: NCPA 01-145	4.00 EACH	908.00000	3632.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			3632.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 19

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
026	NETGEAR AV Line M4250-40G8XF-PoE+ - Switch - L3 - managed - 40 x 10/100/1000 (PoE+) + 8 x 1 Gigabit / 10 Gigabit SFP+ - side to side airflow - rack-mountable - PoE+ (960 W) MPN: GSM4248PX-100NAS Contract: NCPA 01-145	1.00 EACH	2603.00000	2603.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			2603.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 20

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
027	1000' Shielded CAT6 Plenum, Black MPN: 254236FBK1000 Contract: NCPA 01-145	2.00 EACH	650.00000	1300.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			1300.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 21

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
028	Cat6 Shielded Connector 50 pack MPN: 106192 Contract: NCPA 01-145	1.00 EACH	89.00000	89.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			89.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
029	1000' CAT6 Plenum Cable, White MPN: 254246EZWH1000 Contract: NCPA 01-145	1.00 EACH	289.00000	289.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			289.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 22

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
030	Cat6 UTP 1piece Modular Plug , Bag of 100 MPN: CN-CAT61PC-01 Contract: NCPA 01-145	1.00 EACH	94.00000	94.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			94.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 23

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
031	1P 22G STRD SHLD PLEN II 500' Audio & Control MPN: 25291BGY0500 Contract: NCPA 01-145	1.00 EACH	56.00000	56.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			56.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
032	MicroFlex Pro AV/IT CAT6 Snagless Patch Cable Black 5ft MPN: MCAT6-5PROBLK Contract: NCPA 01-145	12.00 EACH	6.00000	72.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			72.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 24

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
033	Comprehensive MicroFlex Pro AV/IT - Patch cable - RJ-45 (M) to RJ-45 (M) - 7 ft - CAT 6 - booted, snagless, stranded - black MPN: MCAT6-7PROBLK Contract: NCPA 01-145	12.00 EACH	7.00000	84.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			84.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 25

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
034	Comprehensive MicroFlex Pro AV/IT - Patch cable - RJ-45 (M) to RJ-45 (M) - 10 ft - CAT 6 - molded, snagless, stranded - black MPN: MCAT6-10PROBLK Contract: NCPA 01-145	12.00 EACH	10.00000	120.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			120.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
035	Comprehensive MHD48G-3PROBLK MPN: MHD48G-3PROBLK Contract: NCPA	10.00 EACH	20.00000	200.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 26

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	01-145			
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			200.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
036	Comprehensive MHD48G-6PROBLK MPN: MHD48G-6PROBLK Contract: NCPA 01-145	16.00 EACH	26.00000	416.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			416.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 27

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
037	Comprehensive MHD48G-9PROBLK MPN: MHD48G-9PROBLK Contract: NCPA 01-145	15.00 EACH	33.00000	495.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			495.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 28

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
038	Comprehensive - USB cable - USB (M) to USB Type B (M) - USB 2.0 - 10 ft - molded - black MPN: USB2-AB-10ST Contract: NCPA 01-145	15.00 EACH	5.00000	75.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			75.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
039	Comprehensive - USB cable - USB (M) to USB Type B (M) - USB 2.0 - 6 ft - molded - black MPN: USB2-AB-6ST Contract: NCPA 01-145	4.00 EACH	5.00000	20.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			20.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 29

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
040	Comprehensive - USB cable - USB (M) to USB Type B (M) - USB 2.0 - 3 ft - molded - black MPN: USB2-AB-3ST Contract: NCPA 01-145	3.00 EACH	4.00000	12.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			12.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 30

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
041	Premium 3 pin XLR Jack MPN: XLRJ-3N Contract: NCPA 01-145	2.00 EACH	4.00000	8.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			8.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
042	Premium 3 pin XLR Plug MPN: XLRP-3N Contract: NCPA 01-145	1.00 EACH	4.00000	4.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			4.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 31

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
043	BTX MaxBlox 9-pin D-sub Male Connector (Denon, Newline) MPN: CD-MX9M Contract: NCPA 01-145	2.00 EACH	16.00000	32.00
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			32.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 32

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
044	BTX MaxBlox 9-pin D-sub Female Connector (Epson, Viewsonic) MPN: CD-MX9F Contract: NCPA 01-145	2.00 EACH	16.00000	32.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			32.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
045	BTX MaxBlox Hood with Strain Relief MPN: CD-MX915H Contract: NCPA 01-145	2.00 EACH	4.00000	8.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			8.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 33

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
046	FREIGHT	1.00 EACH	646.03000	646.03
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			646.03
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 34

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
047	OPP-022641 - Labor - EOC MPN: OPP-022641	1.00 EACH	26381.00000	26381.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			26381.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
048	OPP-022641 - Programming/Commissioning MPN: OPP-022641	1.00 EACH	8874.00000	8874.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			8874.00

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 35

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
049	***OPTIONAL*** OPP-022641 - SSC MPN: OPP-022641	1.00 EACH	6623.00000	6623.00
	1 2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			6623.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48050. Review: Buyer: 9105fola Status: Approved Page 36

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
050	OPP-022641 - Contingency Fee MPN: OPP-022641	1.00 EACH	13835.25000	13835.25
1	2000.80.00.0000.0000.0000.0000.0000.48050. E C0891 .ARCHITECTU. .			13835.25

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 299197.28

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0891 .ARCHITECTU. .	299197.28	77332.72

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48050.	299197.28	

Bill To	Requisition 00006728-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48050.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 37

Vendor	Ship To
HOWARD INDUSTRIES INC	POLICE HEADQUARTERS
P O BOX 1588	2460 GOVERNMENT STREET
	MOBILE, AL 36606
LAUREL, MS 39441	
Tel#601-399-5831	Delivery Reference
Fax 601-399-5077	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/24	292451				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	ARCHITECTURAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	03/22/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	03/22/24	CASSIE BOATWRIGHT	
Approved	03/22/24	BRENDA RHODES	
Approved	03/22/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/22/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/09/24	DONALD ROSE	Approved by: 9105fola
Approved	04/09/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/09/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/09/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/09/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/09/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

HOWARD TECHNOLOGY SOLUTIONS

Howard Technology Solutions

Technology Solutions, Products & Services

Howard Technology Solutions, known for its cost-effective approach to providing the very latest in reliable, high-quality equipment, manufactures custom desktops, notebooks, servers, and presentation carts that continue to secure market recognition. In addition, established partnerships with other industry leaders enable Howard to offer a rich portfolio of over 250,000 name brand products ranging from projectors, document cameras, and sound amplification systems to interactive technologies and control systems—everything needed to teach 21st Century skills, foster collaboration, and integrate multimedia tools into instruction.

Click Your Industry

Education | Government

Nonprofit

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

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Accept Decline

VIEW CONTRACT DOCUMENTATION

CONTACT US

Howard Technology Solutions Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 14 ESC - TX
Contract Number: 01-145

Initial Term: December 1, 2022 - November 30, 2025
Renewal Options: Option to renew for five (5) additional one (1) year periods through November 30, 2030.

Executive Summary

- Pricing

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- NJ Compliance

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

OMNIA PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to JustFOIA, Inc for annual renewal of JustFOIA public records management software for Communications Dept.
General fund.

Amount of Contract:

$21,531.84

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240411 JustFOIA Agenda Package POs	Cover Memo	4/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 12:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7675	2024	(4500) EXTERNAL & COMMUNITY AFFAIRS	ANNUAL RENEWAL OF JUSTFOIA PUBLIC RECORDS MANAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT)	$21,531.84	(297746) JUSTFOIA INC

Adopted:

_____

City Clerk

Bill To	Requisition 00007675-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.4500.4500.0500.0000.0000.42110. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
JUSTFOIA INC P O BOX 79-0379 SAINT LOUIS, MO 63179	COMMUNICATIONS & EXTERNAL AFF 200 GOVERNMENT STREET 2ND FLOOR MOBILE, AL 36602 PORTIA.FOSTER@CITYOFMOBILE.ORG
	Deliver To COMMUNICATIONS & EXTERNAL AFF 200 GOVERNMENT STREET 2ND FLOOR MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/24	297746	04/10/24			EXTERNAL & COMMUNITY AFFAIR

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA SOFTWARE EXEMPTION CODE 41-16-51(A)(8).			
001	JustFOIA Renewal Coverage Period: 5/12/24 - 5/11/25. INVOICE #RN16790.	1.00 EACH	21531.84000	21531.84
	1 1000.10.05.4500.4500.0500.0000.0000.42110.			21531.84
	Ship To COMMUNICATIONS & EXTERNAL AFF 200 GOVERNMENT STREET 2ND FLOOR MOBILE, AL 36602			
	Deliver To COMMUNICATIONS & EXTERNAL AFF 200 GOVERNMENT STREET 2ND FLOOR MOBILE, AL 36602			

Requisition Link

Requisition Total 21531.84

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.05.4500.4500.0500.0000.0000.42110. COMMUNITY AFF/COUNCIL LIA EXP DUES & SUBSCRIPTION	21531.84	96072.91

Bill To	Requisition 00007675-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.4500.4500.0500.0000.0000.42110. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
JUSTFOIA INC P O BOX 79-0379 SAINT LOUIS, MO 63179	COMMUNICATIONS & EXTERNAL AFF 200 GOVERNMENT STREET 2ND FLOOR MOBILE, AL 36602 PORTIA.FOSTER@CITYOFMOBILE.ORG
	Deliver To COMMUNICATIONS & EXTERNAL AFF 200 GOVERNMENT STREET 2ND FLOOR MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/10/24	297746	04/10/24			EXTERNAL & COMMUNITY AFFAIR

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/11/24	DONALD ROSE	Approved by: 9105fola
Approved	04/11/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/11/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/11/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/11/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/11/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for three automated Kenworth chassis New Way body side-load garbage trucks for Sanitation Dept Motor pool capital.

Amount of Contract:

$1,214,318.18

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240411 Sansom Agenda Package POs	Cover Memo	4/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5174	2024	(F7000) MOTOR POOL	THREE AUTOMATED KENWORTH CHASSIS NEW WAY BODY SIDE-LOAD GARBAGE TRUCKS FOR SANITATION DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$1,214,316.18	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005174-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
SANSOM EQUIPMENT CO INC
2025 W I-65 SERVICE ROAD NORTH

MOBILE, AL 36618

Tel#205-401-4040
Fax 251-631-3768

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
ageet@cityofmobile.org

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	THREE (3) AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2024 OR NEWER KENWORTH AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY ASL BODY.	3.00 EACH	404772.06000	1214316.18

Additional Description Notes

THREE (3) AUTOMATED SIDE LOADER GARBAGE TRUCK AS SPECIFIED: 2024 OR NEWER AUTOCAR AUTOMATED SIDE LOADER GARBAGE TRUCK WITH NEW WAY ASL BODY.

REQUESTED BY 2090 SANITATION DEPT.
AS PER SOURCXEWELL CONTRACT 110223 NWY AND YOUR QUOTE # SECQ7071 DATED 3-26-2024

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02070 .VEHICLEEXP. . 1214316.18

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00005174-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	ageet@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			1214316.18

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	1214316.18	679961.66

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1214316.18	14003154.91
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/09/24	CHARLES SUMRALL	
Approved	03/04/24	CHARLES SUMRALL	
Approved	02/14/24	SHONNDA SMITH	
Approved	02/14/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/14/24	CASI CALLAWAY	Auto approved by: 910518244
Approved	03/04/24	SHONNDA SMITH	
Approved	03/04/24	CHERI BOUCHER	Auto approved by: 910518244
Rejected	03/02/24	JOHN PAINE	see email about what Marc want
Approved	04/11/24	DONALD ROSE	Auto approved by: 9105paij
Approved	04/11/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/11/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/11/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/11/24	JOHN PAINE	
Approved	04/11/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00005174-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	ageet@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

New Way

Refuse trucks

#110223-NWY
Maturity Date: 12/28/2027
Website: refusetrucks.scrantonmfg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for Aruba network switches and power supplies, and network configuration and monitoring software for MIT.
Capital equipment

Amount of Contract:

$23,804.66

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240409 SHI Agenda Package POs	Cover Memo	4/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4573	2024	(5000) INFORMATION TECHNOLOGY	ARUBA NETWORK SWITCHES & POWER SUPPLIES AND ARUBA NETWORK MANAGEMENT SOFTWARE FOR MIT (PRICE BELOW BID REQMT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$23,804.66	(272641) SHI INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00004573-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #081419-SHI			
001	HEWLETT PACKARD ENTERPRISE:Aruba X371 12VDC 250W 100-240VAC Power Supply United States English Hewlett Packard Enterprise - Part#: JL085A#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	4.00 EACH	322.33000	1289.32
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS. .			1289.32
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	HEWLETT PACKARD ENTERPRISE:Aruba	2.00	694.71000	1389.42

Bill To	Requisition 00004573-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Central 63xx or 38xx Switch Foundation 3 year Subscription E-STU Hewlett Packard Enterprise - Part#: Q9Y79AAE Contract Name: Sourcewell-Technology Catalog Solutions Contract #: 081419-SHI	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS. .			1389.42
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	HEWLETT PACKARD ENTERPRISE:Aruba CX 6300 Switch Series - Quad Core ARM Cortex A72 1.8GHz - 8 GB DDR4 32 GB eMMC 8 MB Shared Packet Buffer Memory - 24x 1G/10G SFP+ ports (LRM + MACSEC) 2x 10G/25G/50G SFP ports 2x 10G/25G	2.00 EACH	10562.96000	21125.92

Bill To	Requisition 00004573-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	SFP ports (MACSEC) 1x USB-C Console Hewlett Packard Enterprise - Part#: R8S92A Contract Name: Sourcewell-Technology Catalog Solutions Contract #: 081419-SHI			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS. .			21125.92

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 23804.66

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0637 .OPERSUPPLS. .	23804.66	66309.02

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00004573-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	272641	01/25/24			INFORMATION TECHNOLOGY

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	23804.66	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/25/24	SCOTT KEARNEY	
Approved	01/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/25/24	SCOTT KEARNEY	
Approved	01/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	01/26/24	BRENDA RHODES	
Approved	01/26/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/26/24	RELYA MALLORY	Auto approved by: 910511034
Approved	02/08/24	DONALD ROSE	Approved by: 9105fola
Approved	02/08/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/08/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	02/08/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	02/08/24	JOHN PAINE	Auto approved by: 910516727
Approved	02/08/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 6104E26F-4280-477C-BE12-5B34EA55A151

CONTRACT EXTENSION

Contract Number: #081419-SHI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	SHI International Corp.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Erin Rose 1EA41C2ECB48407...
By: _____	By: _____
Jeremy Schwartz	Erin Rose
Title: Chief Procurement Officer	Title: Sr. Contracts Specialist
Date: 11/17/2022 | 8:56 AM CST	Date: 11/17/2022 | 9:57 AM EST

DocuSign Envelope ID: 9572A8C3-61C7-4821-BB68-037BDD3C3793

Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

DocuSign Envelope ID: 9572A8C3-61C7-4821-BB68-037BDD3C3793

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

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new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

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conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

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9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

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in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

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this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

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the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

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certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

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Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann _____
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:

DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

DocuSign Envelope ID: 9572A8C3-61C7-4821-BB68-037BDD3C3793

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	SHI International
Address:	290 Davidson Ave. Somerset, NJ 08873
Contact:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Phone:	678-708-3906
HST#:	22-3009648

Submission Details

Created On:	Thursday June 27, 2019 20:01:55
Submitted On:	Tuesday August 13, 2019 20:57:55
Submitted By:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Transaction #:	de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address:	161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped $10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.

9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over $100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached $10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up $2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability. *
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America. *
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42. *
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt. *

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. Acronis – 5 Certifications Adobe – 7 Certifications AGOEA – 1 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications

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Blue Coat Systems - 3 Certifications
Bluebeam – 7 Certifications
Bomgar – 3 Certifications
Business Objects – 11 Certifications
CA – 34 Certifications
Check Point – 12 Certifications
Cisco – 44 Certifications
Citrix – 88 Certifications
CIW – 1 Certifications
Commvault – 67 Certifications
Compellent – 5 Certifications
CompTIA – 35 Certifications
CradlePoint – 2 Certifications
DataCore – 1 Certifications
Dell – 92 Certifications
Dell EMC – 44 Certifications
D-Link- 4 Certifications
Domino – 1 Certifications
EMC – 54 Certifications
Emulex – 1 Certifications
ESET – 3 Certifications
Exin – 2 Certifications
F5 – 8 Certifications
HDS (Hitachi Data Systems) – 4 Certifications
HP – 201 Certifications
HPE – 327 Certifications
IBM – 174 Certifications
IBM hardware – 11 Certifications
Imation/Nexsan – 4 Certifications
ISC2 – 10 Certifications
ITIL – 5 Certifications
Ixia – 3 Certifications
Juniper – 28 Certifications
LanDesk - 10 Certifications
Lenovo - 26 Certifications
LogRhythm - 3 Certifications
McAfee - 92 Certifications
Mellanox - 2 Certifications
Metastorm - 1 Certification
Microsoft - 1090 Certifications
Motorola - 8 Certifications
MS0616813816 - 1 Certification
NetApp - 26 Certifications
NetIQ - 6 Certifications
Nimble - 7 Certifications
Novell - 11 Certifications
Nutanix - 7 Certifications
Oracle - 340 Certifications
Other - 30 Certifications
Polycom - 14 Certifications
ProCurve - 6 Certifications
Proofpoint - 3 Certifications
Pure - 5 Certifications
Qlogic - 5 Certifications
Quantum - 2 Certifications
Quest Software - 1 Certification
Red Hat - 18 Certifications
RIM - 1 Certification
RSA - 33 Certifications
SANS.ORG - 1 Certification
Scale Computing - 1 Certification
ScriptLogic - 2 Certifications
Secure Computing / McAfee - 2 Certifications
Security Horizon - 2 Certifications
SimpliVity - 5 Certifications
Sonicwall - 2 Certifications
Splunk - 6 Certifications
Sun Microsystems - 65 Certifications
Symantec - 142 Certifications
Tegile - 2 Certifications
Tintri 4 Certifications
Trend Micro 5 Certifications
Veeam 10 Certifications
Vision Solutions 1 Certification
VMware 300 Certifications
Watchguard 1 Certification
Websense 18 Certifications

16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell. *
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. * The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI’s Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member’s environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards • Microsoft US Surface Transformation Reseller of the Year • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Ranked 10th on CRN's 2019 Solution Provider 500 • Dell Technologies Transformational Partner of the Year • SOPHOS Cloud Partner of the year • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Intel Partner of the Year for Marketing: Training for Results - Sales • CRN's 2019 Managed Service Provider 500 - Elite 150 Category • Forbes Best Employers for Diversity 2019 • Adobe Digital Media Worldwide Partner of the Year 2018 Awards • VMware Partner Innovation Award: Transform Networking & Security • VMware Partner Innovation Award: Partner of the Year – Americas • VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas • Panasas Accelerate Newcomer Partner of the Year 2018 • Citrix Networking Partner of the Year • CloudHealth North America Partner of the Year • Cisco US Commercial POY - South Area • Cisco Capital POY - South Area • Cisco US Commercial POY - West Area • Cisco Advanced Collaboration Partner of the Year • Austin American-Statesman Top Workplaces • RSA North American SecurID® Suite Partner of the Year • Pure Storage Disruptor of the Year Partner Award • Partner of the Year - Municipal Information Systems Association (MISA) of Ontario • Ranked 8th on CRN's 2018 Solution Provider 500 • MSI Outstanding Channel Partner Award • Intel Partner of the Year PC Client Solution Award 2017 Awards • VMware Americas Marketing Partner of the Year • VMware Global Marketing Partner of the Year • Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards
- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards
- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards
- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		• Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome NASPO Software Contract • 2016 – $176 Million • 2017 - $163 Million • 2018 – 302 Million State Microsoft Software Contract • 2016 - $39 Million • 2017 - $188 Million • 2018 - $104 Million State Microsoft Software Contract • 2016 - $133 Million • 2017 - $149 Million • 2018 - $40 Million State Software Contract • 2016 - $95 Million • 2017 - $108 Million • 2018 - $117 Million GSA • 2016 - $64 Million • 2017 - $85 Million • 2018 - $84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - $82M 2017 - $85M 2016 - $64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Scearce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	$16-$1.7M	$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	$10-$4M	$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	$33-$1.1M	$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	$11-$1M	$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	$10-$1.6M	$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company’s capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.

27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.

2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours

3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
• If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:

1. Reply to customer request within 2-4 hours, confirming receipt of request
2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such has awaiting vendor response/additional specs are required from the customer.

4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
• If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.

• If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days

5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume *

6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.

7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
• Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.

8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.

9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP

10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.

11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.

12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
• Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.

13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.	
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;	

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - http://blog.shi.com/. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Sciquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722	*

37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over $667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:
- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:
- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting https://youtu.be/eZhNpTKEvfY.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stayed ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don’t provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members’ unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members’ assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System —Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System —this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMs, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.	*

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48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • $0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. $1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.	*

52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to $50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over $50,000.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI’s logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.	*
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.	*

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information. *
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members. Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "…working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available." *
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. 3M COMPANY Authorized Partner ACER Authorized Partner ADOBE SYSTEMS, INC Platinum ADTRAN Authorized Partner APC Elite Business Network Partner APPLE, INC. Corporate Reseller ARUBA NETWORKS, INC. Platinum Partner AVAYA COMMUNICATION Emerald Reseller AMAZON WEB SERVICES Authorized Partner BARRACUDA DMR #2 Partner BELKIN VIP Level BLACK BOX Authorized Partner BLUE COAT SYSTEMS, LLC Authorized Partner BMC SOFTWARE Driver Level BORLAND SOFTWARE COMPANY Authorized Partner BRENTHAVEN Authorized Partner BROCADE COMMUNICATION SYSTEMS (Ruckus) Authorized Partner CANOGA PERKINS Authorized Partner

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CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premer & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanum DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELETRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

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- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCIA)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales enginerr I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMWare VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.	
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
- Marketing Plan/Samples - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
- WMBE/MBE/SBE or Related Certificates - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
- Warranty Information (optional)
- Pricing - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
- Supplemental Pricing Documentation (if needed) (optional)
- Additional Document (optional)

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Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

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AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp**., 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term “Vendor.”

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

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2. As used within the Original Contract, any reference to "Vendor" will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

SHI International Corp.

By: DocuSigned by: Kristina Mann 2A3B1E59B06C459...
Authorized Signature

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2023 Ford F150 Supercrew 4x4 pickup trucks for MFRD.
Motor pool capital.

Amount of Contract:

$121,083.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240411 Stivers Agenda Package POs	Cover Memo	4/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/11/2024 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7407	2024	(1510) FIRE ADMINISTRATION	3 FORD F150 SUPERCREW 4X4 PICKUP TRUCKS FOR MFRD (AL STATE CONTRACT)	$121,083.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007407-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: SEAN CLARK
4000 EASTERN BLVD	770 GAYLE STREET
MONTGOMERY, AL 36116	MOBILE, AL 36604
Tel#334-613-5000 Fax 334-613-5018	CARTERD@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	STATE CONTRACT T191; CONTRACT NUMBER: MA220000003128-15			
001	TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS:	3.00 EACH	37087.00000	111261.00
	Additional Description Notes			
	2023 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191; CONTRACT NUMBER: MA220000003128-15; MODEL SERIES W1E; NCLUDES: 3.3L V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels			
	STATE CONTRACT T191; CONTRACT NUMBER: MA220000003128-15			
	Vendor Item			
	Inventory Item/Loc 712			
1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP01522 .VEHICLEEXP. .			111261.00
	Ship To			
	MOTOR POOL - ATTN: SEAN CLARK			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	MOTOR POOL - ATTN: SEAN CLARK			
	770 GAYLE STREET			

Bill To	Requisition 00007407-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	TRUCK PICKUP, OPTION AS FOLLOWS:	3.00 EACH	2335.00000	7005.00
	Additional Description Notes			
	5.0L V8 ENGINE			
	Vendor Item			
	Inventory Item/Loc 17137			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			7005.00
	Ship To			
	MOTOR POOL - ATTN: SEAN CLARK			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	MOTOR POOL - ATTN: SEAN CLARK			
	770 GAYLE STREET			
	MOBILE, AL 36604			
003	TRUCK PICKUP, OPTION AS FOLLOWS:	3.00 EACH	595.00000	1785.00
	Additional Description Notes			

Bill To	Requisition 00007407-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: SEAN CLARK
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Spray In Bed liner Vendor Item Inventory Item/Loc 17137			
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1785.00
	Ship To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference VICTORIA RICHARDSON			
	Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604			
004	DELIVERY FEE	3.00 EACH	344.00000	1032.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1032.00

Bill To	Requisition 00007407-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 121083.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E MP01522	.VEHICLEEXP.	.	121083.00	112072.56

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	121083.00	14060262.09

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	
Approved	04/05/24	SHONNDA SMITH	
Approved	04/05/24	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00007407-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	292393				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/11/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/11/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/11/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/11/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/11/24	JOHN PAINE			
	Approved	04/11/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract: MA220000003128 - Ford Fleet T191 Stivers Ford

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2024

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx
- Master_Agreement_V1.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Items

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	24,352.00	Each
Ford Transit Cargo Van	220000003128-10	42,035.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	41,617.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	39,367.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,810.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,301.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,301.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:4/16/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 12:50 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
145, 151, 176, 195, 350, and 400 Dunlap Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 16, 2024**, a public hearing will be held on the **21st** day of **May, 2024**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 145, 151, 176, 195, 350, and 400 Dunlap Drive.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on July 20, 2023 to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites on property located 145, 151, 176, 195, 350, & 400 Dunlap Drive and described as follows:

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE

OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF

167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 23, 2024 to allow multiple buildings on multiple parcels, with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the **21st** day of **May, 2024**, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the **24th** day of **April, 2024** in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 145, 151, 176, 195, 350, & 400 Dunlap Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on July 20, 2023. The owner of said property has applied for a Major Modification of the PUD to allow multiple buildings on multiple parcels, with shared access and parking. If approved, the major modification will allow multiple buildings on multiple parcels, with shared access and parking subject to the following proposed conditions: 1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive; 2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording); 3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees); 4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas; 5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b); 6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection; 7. Compliance with all Engineering comments noted in the staff report; 8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 9. Compliance with all Urban Forestry comments noted in the staff report; 10. Compliance with all Fire Department comments noted in the staff report; 11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 12. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on July 20, 2023 to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites on property located 145, 151, 176, 195, 350, & 400 Dunlap Drive and described as follows:

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL;

THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 23, 2024 to allow multiple buildings on multiple parcels, with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;

F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
145, 151, 176, 195, 350, & 400 Dunlap Drive
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 11, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 21, 2024 considered the request of Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow multiple buildings on multiple parcels, with shared access and parking for the property located at 145, 151, 176, 195, 350, & 400 Dunlap Drive.

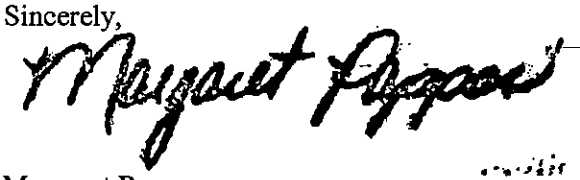
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;

11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
April 11, 2024

Joey Nunally
Austal USA
100 Austal Way
Mobile, Alabama 36602

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Applicant(s)/ Property Owner (s):

At its meeting on March 21, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The Request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

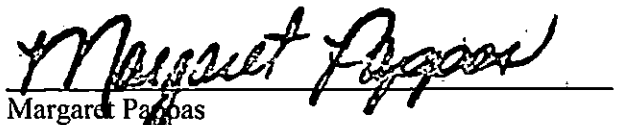
The advertising fee for this application based on the current legal description is $999.78 Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning

LEGAL DESCRIPTIONS

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A

POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION (TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

ADDRESS: 100 AUSTAL WAY MOBILE, AL 36602

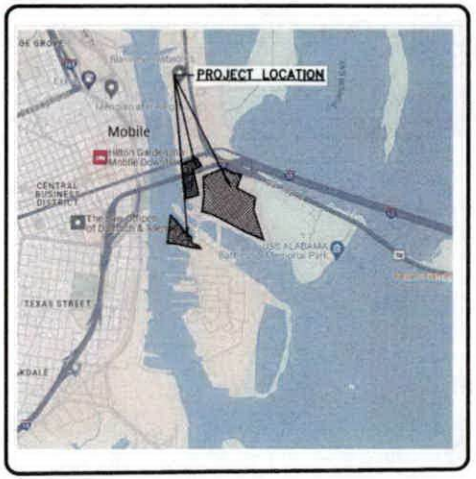
FEBRUARY, 2024



VICINITY MAP

N

N.T.S.



VICINITY MAP

PARKING DATA	
SPACES REQUIRED	1,594
SPACES PROVIDED	2,687
OMITTED SPACES DUE TO BRIDGE CONSTRUCTION	650
PROPOSED TEMPORARY PARKING SPACES	693
FUTURE PARKING SPACES	534

LANDSCAPE REQUIREMENTS

TOTAL AREA = 5,489,523 SQ. FT.

MULTIPLY BY = 12%

TOTAL LANDSCAPED AREA REQUIRED = 1,000,000 SQ. FT. ±

FRONT YARD ROAD FRONTAGE = 5025 L.F. DIVIDED BY 30 FT. = 160 HERITAGE TREES REQUIRED
164 HERITAGE TREES PRESENTLY ON SITE

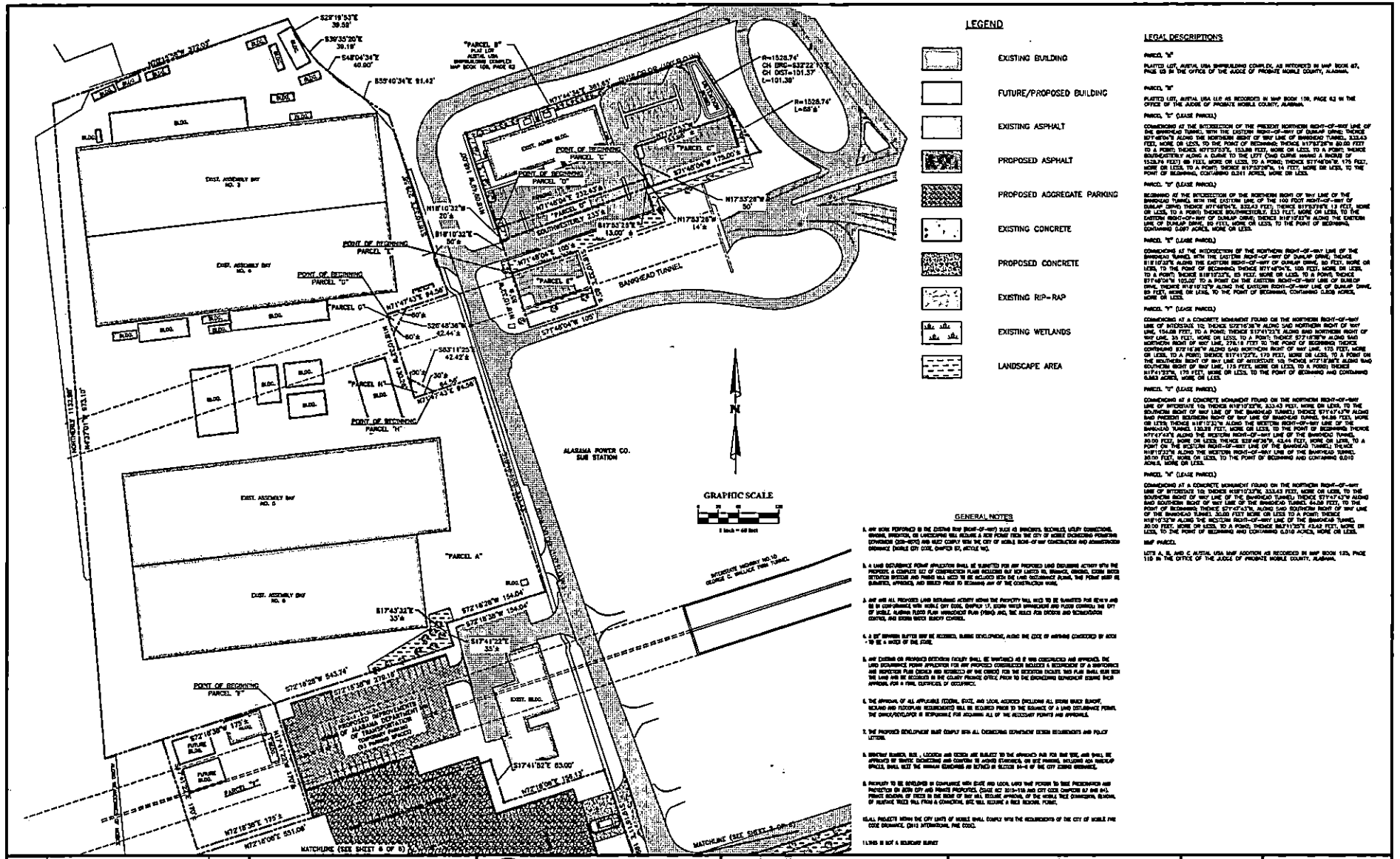
PROPERTY NOT FRONTING ROAD = 10,303 L.F. DIVIDED BY 30 FT. = 203 UNDER STORY TREES REQUIRED

TOTAL PARKING SPACES PROVIDED = 2,687 DIVIDED BY 20 = 134 UNDER STORY TREES REQUIRED

TOTAL AREA OF HARRISON PROPERTY = 603,451 SQ. FT. (13.85 ACRES ±)
(PROPOSED EXEMPT FROM LANDSCAPE REQUIREMENTS)

NOTE: ANTICIPATED TREE REMOVAL DURING BRIDGE CONSTRUCTION – 19 HERITAGE TREES

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900



NUMBER:	REVISION:	DATE:

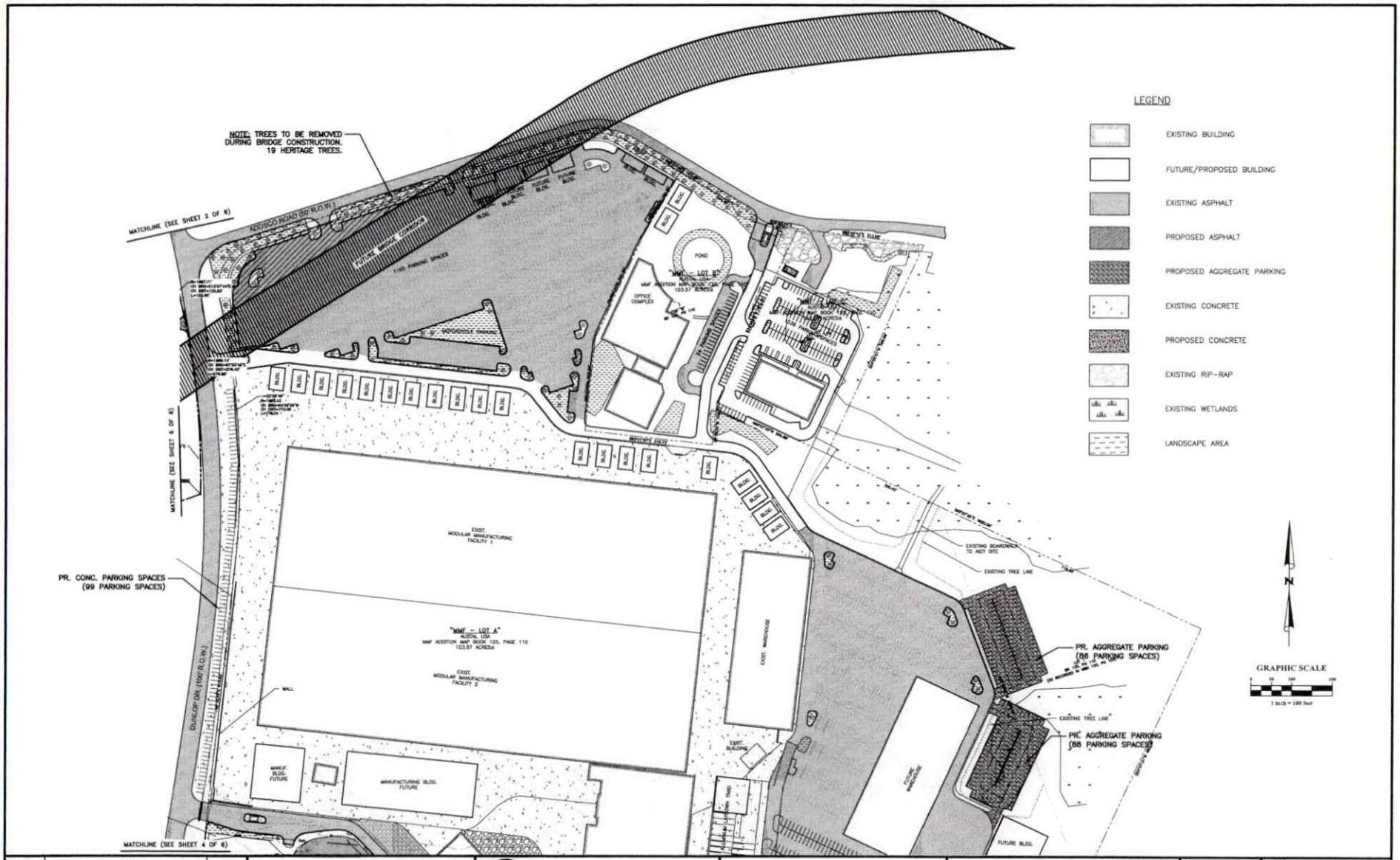
awgrass
ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT

SHEET 2

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	April 10, 2024
DRAWN BY:	J.M.
CHECKED BY:	B.D.
SHEET:	2 OF 6

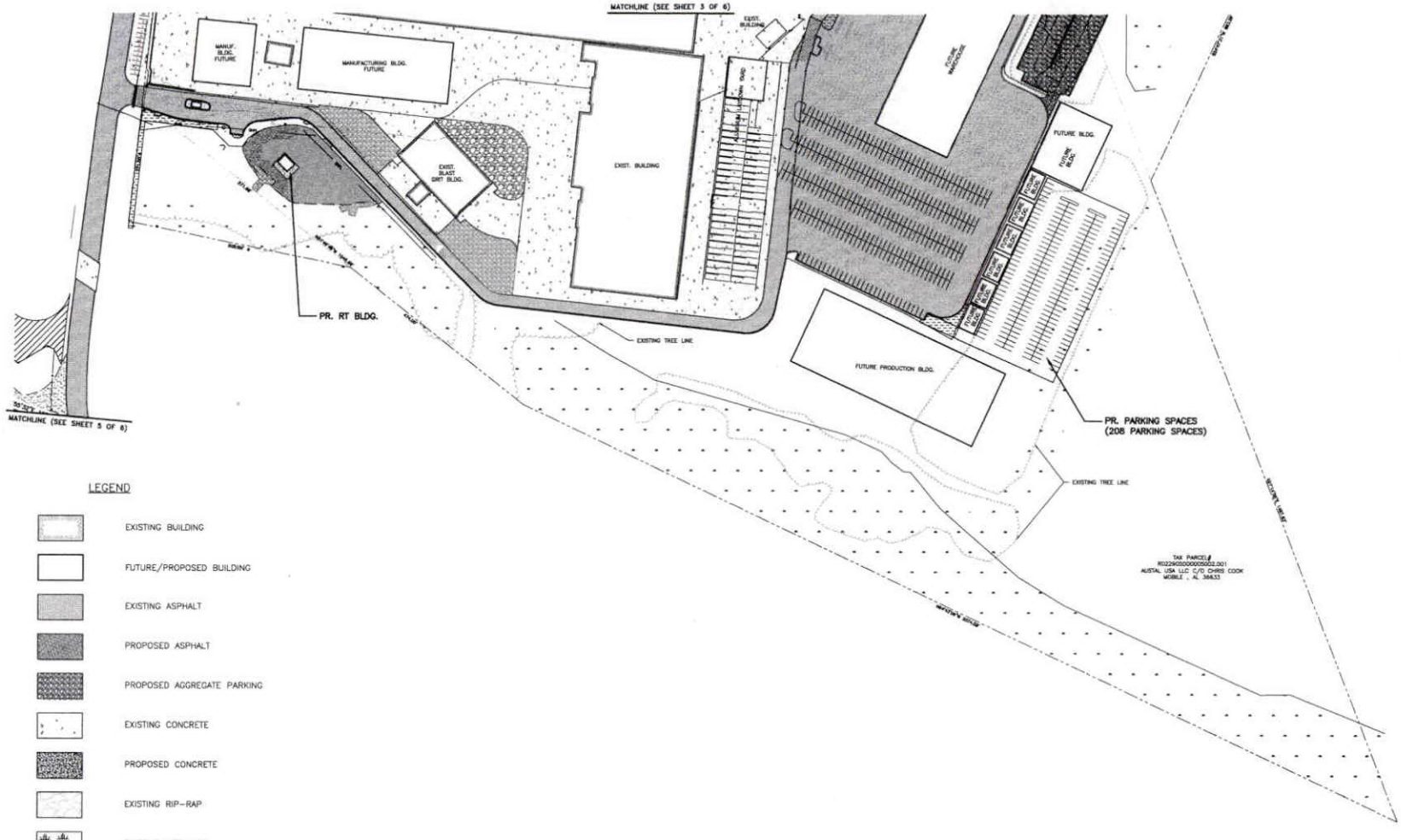


NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Bgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7800

SHEET 3
AUSTAL PUD MODIFICATION
AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	3 OF 6



NUMBER:	REVISION:	DATE:

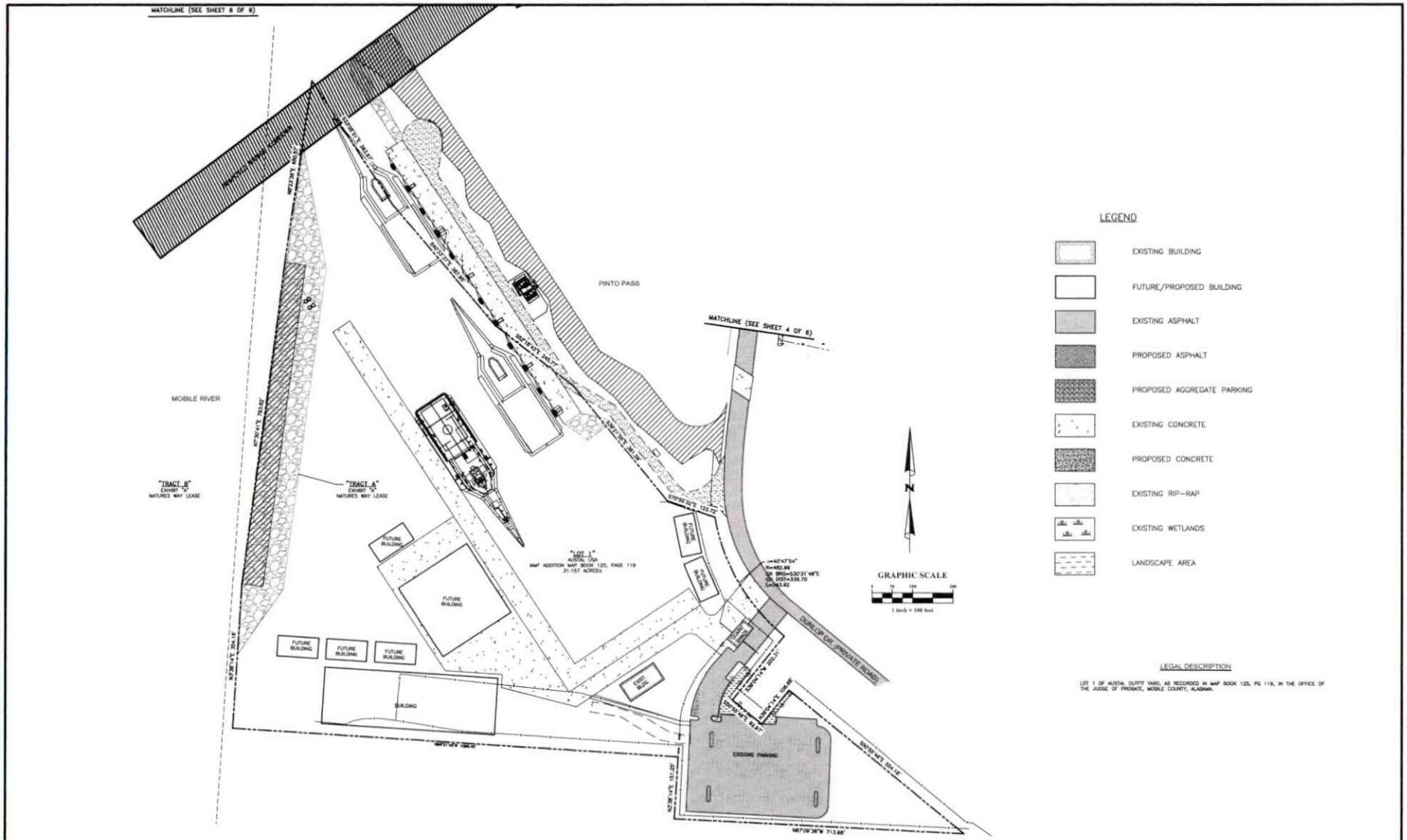
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

SHEET 4

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	4 OF 6



NUMBER:	REVISION:	DATE:

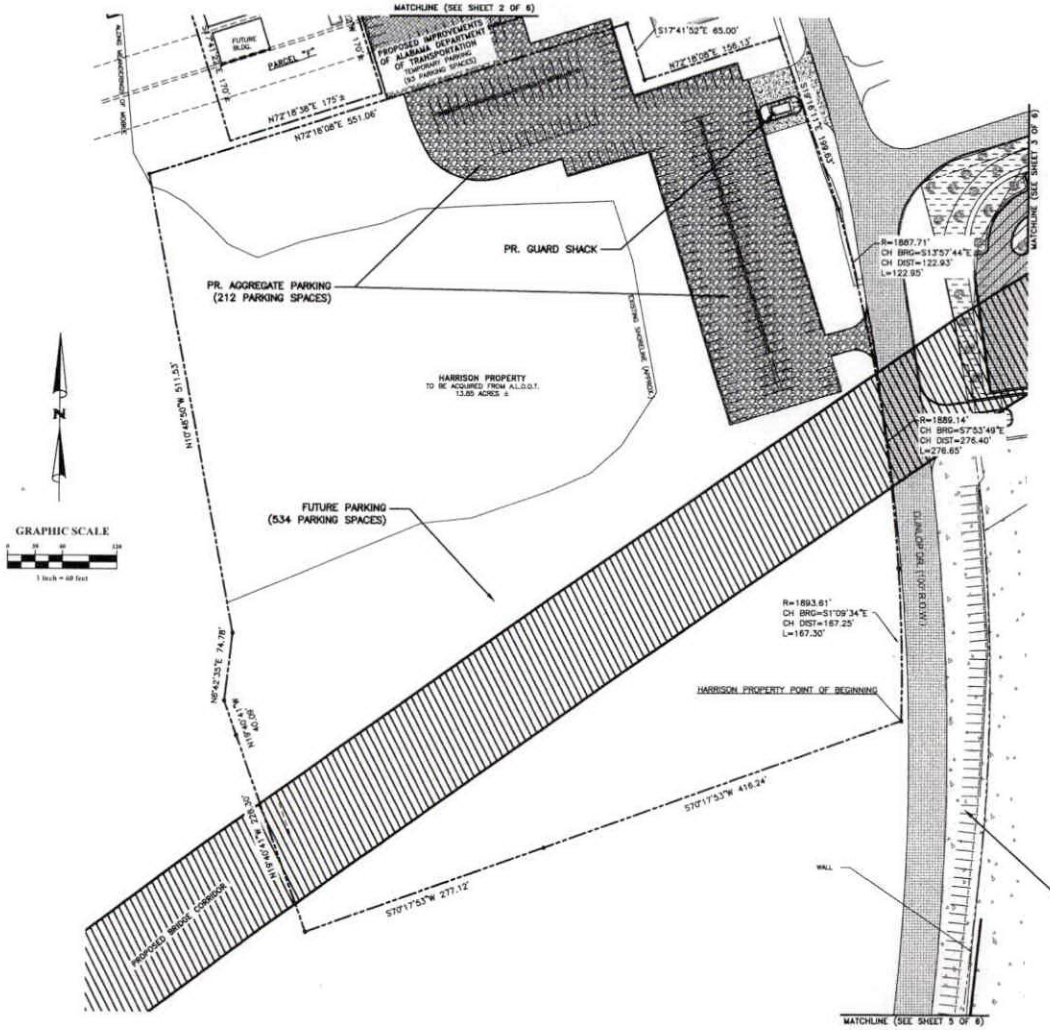
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. S. I. "Bernie" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 5

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	5 OF 6



HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT)

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LP 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 382 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 131 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N10°40'15"W, 228.30 FEET TO A POINT; THENCE N10°40'41"W, 40.00 FEET TO A POINT; THENCE N8°42'35"E, 74.78 FEET TO A POINT; THENCE N10°40'30"E, 515.53 FEET TO A POINT; THENCE N72°18'38"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'08"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.93 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°39'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING; CONTAINING 13.85 ACRES, MORE OR LESS.

LEGEND

- EXISTING BUILDING
- FUTURE/PROPOSED BUILDING
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED AGGREGATE PARKING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING RIP-RAP
- EXISTING WETLANDS
- LANDSCAPE AREA

NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30675 Sgt. S. L. "Beale" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 6
AUSTAL PUD MODIFICATION
AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	6 OF 6

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Joey Nunally	Stephen Delahunty PE
Firm:	Austal USA	Sawgrass Consulting
Phone:	251-318-7053	251-753-5212
Email:	joey.nunally@austalusa.com	sdelahunty@sawgrassllc.com
Address:	100 Austal Way Mobile, AL 36602	30673 Sgt El Boots Thomas Drive Spanish Fort, AL 36527

	Owner	Design Professional
Name:	Joey Nunally	Stephen Delahunty PE
Firm:	Austal USA	Sawgrass Consulting
Phone:	251-318-7053	251-753-5212
Email:	joey.nunally@austalusa.com	sdelahunty@sawgrassllc.com
Address:	100 Austal Way Mobile, AL 36602	30673 Sgt El Boots Thomas Dr. Spanish Fort, AL 36527

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

100 Austal Way Mobile, AL 36602
Property Address

104.28 acres
Property Area (acres or square feet)

2902000005002.001, 2905000006001.01, 2905000003011.000 2905000006002.00
Parcel Number(s) or Key Number(s)

12
Present Zoning or Transect District

Heavy Industry
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Joey Nunnally
Owner Signature

2/21/2024
Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

2/21/2024
Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Austal USA Temporary Parking

Address: 100 Austal Way Mobile, AL 36602

Owner: Austal USA

Address: 100 Austal Way Mobile, AL Zip Code: 36602

Phone: 251-318-7053 Fax: _____ Email: joey.nunally@austalusa.com

Authorized Agent: Sawgrass Consulting LLC Stephen Delahunty

Address: 30673 SGT E.I. Boots Thomas Dr. Spanish Fort Zip Code: 36527

Phone: 251-544-7900 Fax: _____ Email: sdelahunty@sawgrassllc.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Stephen J. Delahunty

Address: 30673 SGT E.I. Boots Thomas Dr. Spanish Fort Zip Code: 36527

Phone: 251-753-5212 Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

_____ Stephen Delahunty

Signature Print

2/22/2024 Project Manager/President

Date Affiliation to project/Organization

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposed modification aligns with the Comprehensive Plan by allowing the continued operation of the Austal Facilties and the continued economic development along the industrial development areas defined in the Comprehensive Plan

   Heavy Industry

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   All proposed modifications are compatible with the surrounding neighborhood as is it allows Austal to continue the daily operations and maintenance responsibilities required for production and growth. All surrounding land uses are part of Austal or are simliar in land use

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   Allowing Austal to make temporary modifications to their current property, i.e. grading and drainage improvements, lay down yards, parking lots, etc. allows them the opportunity to operate and maintain their current property and prevent potential negative impacts to adjacent properties. Impact to adjacent properties would be at such point as growth required it.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

Proposed temporary parking lots, future buildings and other modifications, if applicable are noted on the master plan attached to this application

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A variance to NOT require landscaping and screening is requested. The proposed modifications are primarily temporary in nature or are merely a maintenance requirement. Any proposed improvment that will be permanent will comply with applicable landscape ordinances

- ☐ Lighting:

Lighting will be provided as applicable to the proposed use. Any required lighting for any temporary use may also be temporary in nature. Any permanent use will provide permanent lighting as required.

- ☐ Hours of operation:

- ☐ Other conditions that are unique to the use of the property:

The Austal properties are in cotinuous use as required under standard operations. Site maintenance inclusive of temporary and permanent additions arise with the ebb and flow of production. The ability to operate and maintain the property inclusive of necessary improvement is key to their efficiency

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

There is no existing or proposed elements considered to be detrimental to the public health, safety or general welfare

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Austal's continued growth and operation continues to provide economic benefit to the City of Mobile, surrounding areas and the general public

SAWGRASS

30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

Temporary parking for Austal employees due to displacement of construction of the Mobile River Bridge.

Stephen Delahunty PE 

AUSTAL PARCEL LEGAL DESCRIPTIONS

PARCEL "A"

PLAT LOT, AUSTAL USA, SHIPBUILDING COMPLEX AS RECORDED IN MAP BOOK 87, PAGE 5 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLAT LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG THE PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 17°53'26"W ALONG THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. LINE) A DISTANCE OF 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) A DISTANCE OF 68 FEET, MORE OR LESS, TO A POINT; THENCE S 71°48'04"W ALONG A LINE AND PARALLEL WITH LESSOR'S PROPERTY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT; THENCE N 17°53'26"W ALONG A LINE A DISTANCE OF 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D"

(LEASE) BEGINNING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS; THENCE S 17°53'26"E ALONG A LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY A DISTANCE OF 233 FEET, MORE OR LESS, TO THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE S 18°10'32"E ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 71°48'04"E ALONG A LINE A DISTANCE OF 105 FEET, MORE OR LESS, TO A POINT; THENCE S 18°10'32"E ALONG A LINE AND PARALLEL WITH THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); THENCE S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 154.08 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 17°41'22"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 279.16 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.46) AND THE POINT OF BEGINNING; THENCE CONTINUING S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.46); THENCE S 17°41'22"E ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO A POINT ON THE PRESENT SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10 (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.46); THENCE N 72°18'38"E ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.46); THENCE N 17°41'22"W ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.56 FEET, MORE OR LESS; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 130.26 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 71° 47'43"E ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE 30.00 FEET, MORE OR LESS; THENCE S 26°48'36"W ALONG A LINE A DISTANCE OF 42.44 FEET, MORE OR LESS, TO A POINT ON THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND LESSOR'S PROPERTY LINE) A DISTANCE OF 94.56 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO LINE 42.42 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCELS A, B, AND C LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE PRESENT WEST R/W LINE OF DUNLAP DRIVE AND THE EAST PROPERTY LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AND RECORDED AT THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 731 FEET, MORE OR LESS, TO A POINT ON THE GRANTOR'S SOUTH PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE), WHICH IS THE POINT OF BEGINNING; THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 416.24 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' RT OF THE CENTERLINE OF PROJECT); THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 277.12 FEET TO A POINT ON THE GRANTOR'S WEST PROPERTY LINE; THENCE N 19°40'4 I " W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 228.30 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' LT OF THE CENTERLINE OF PROJECT); THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 40.09 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 6 °42'35" E AND ALONG THE GRANTOR'S SAID PROPERTY-LINE A DISTANCE OF 74.78 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 10°48'50" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 511.53 FEET TO A POINT ON THE PRESENT SOUTH R/W LINE OF I-1 0; THENCE N 72 °18'8" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 551.06 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE S 17 ° 41 '52" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 65.00 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE N 72 °18'8" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 156.13 FEET TO A POINT ON THE PRESENT WEST R/W LINE OF DUNLAP DRIVE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE S 19°16'1 I" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 199.63 FEET TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE) (SAID ARC HAVING A CHORD BEARING OF S 13 °57'44" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND

OFFSET 122.50' RT OF THE CENTERLINE OF PROJECT) (SAID ARC HAVING A CHORD BEARING OF S 7 °53'49" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET AND ALONG SAID PRESENT R/W LINE (SAID ARC HAVING A CHORD BEARING OF S 1 °9'31" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS, TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING. AND AS SHOWN ON THE RIGHT OF WAY MAP OF RECORD IN THE ALABAMA DEPARTMENT OF TRANSPORTATION, A COPY OF WHICH IS ALSO DEPOSITED IN THE OFFICE OF THE JUDGE OF PROBATE AS AN AID TO PERSONS AND ENTITIES INTERESTED THEREIN, AND AS SHOWN ON THE PROPERTY SKETCH ATTACHED HERETO AND MADE A PART HEREOF. THE PROPERTY INTENDED TO BE CONVEYED CONSTITUTES, AND IS FURTHER DESCRIBED AS, ALL OF THE PROPERTY CONVEYED TO GRANTOR BY WARREN PETROLEUM CORPORATION BY INSTRUMENT DATED JULY 22, 1960 AND RECORDED AT REAL PROPERTY BOOK 174, PAGE 416 AND BY BNSF RAILWAY COMPANY BY INSTRUMENT DATED MARCH 28, 2013 AND RECORDED AT BOOK 7007, PAGE 41,AND IS FURTHER DESCRIBED AS ALL OF THE PROPERTY OWNED BY GRANTOR BOUNDED, GENERALLY, BY THE INTERSTATE 10 RIGHT-OF-WAY TO THE NORTH, DUNLAP DRIVE TO THE EAST, PINTO PASS AND THE MOBILE RIVER TO THE WEST, AND PROPERTY OWNED BY GRANTEE AND PROPERTY OWNED BY ORCA, INC. TO THE SOUTH. SAID PROPERTY IS CONVEYED TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING.

Form ROW-12-A
Rev. 8/20

AGREEMENT
(Fee simple)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-009

This Agreement is made between the State of Alabama, acting by and through its Department of Transportation ("State"), and Austal USA, LLC ("Austal"), and both parties agree as follows:

1. The State agrees to purchase in fee simple from Austal certain property, designated as Right of Way Tract No. 29 of public highway Project Number ST-049-I10-009 (to be part of the State's I-10 Mobile River Bridge and Bayway Corridor Preservation Project, hereinafter "Project"), as identified from the records of the Alabama Department of Transportation, and as more fully described herein for the purpose of constructing and maintaining a public highway from approximate Station 525 to Station 529 and Station 541 to Station 553 as shown by the right of way map of said Project.

2. Austal agrees to sell and convey the property to the State in fee simple, free of all encumbrances and other interests, except mineral interests previously conveyed or reserved and utility easements subject to relocation, and will execute and deliver a general warranty deed to that effect to the State, upon payment of the sum of _____to Austal by the State at closing, together with the conveyance of certain property to Austal as more specifically set forth in Section A of the Addendum to Agreement dated of even date herewith and attached hereto

as Exhibit 1 hereto (the "Addendum"), at the time of closing or as otherwise provided. The deed for the conveyance to the State will be substantially in the form of Exhibit A attached hereto. Subject to the provisions of Section C of the Addendum relating to Austal removing improvements, the property to be so conveyed by Austal to the State (hereinafter sometimes collectively referred to as "Tract 29") includes the following:

Tract 29 Parcel 1 of 2 comprising approximately 1.3 acres as described and depicted in Exhibit A, which is partially upland and partially submerged land, and all improvements thereon including, without limitation, chain-link fencing, light poles and the heavy-weathered mooring bollard.

Tract 29 Parcel 2 of 2 comprising approximately 5.45 acres as described and depicted in Exhibit A, and all improvements thereon including, without limitation, the guard house, chain-link fencing, concrete sidewalks, light poles, light pole with camera, concrete paving, asphalt paving, concrete curbing, security bollards, turnstiles with gates, boxes for lift master gate arms, chain-link automatic gates, and trees.

~~3. RESERVED~~

3. Austal agrees that the State shall have the right to enter the remaining land of Austal for the purpose of removing and/or relocating structures or other improvements, if any, located partially or wholly within the right of way, with such structures of improvements to be so removed or relocation to or just outside the acquired right-of-way line.

4. The State agrees that, in addition to the above sum to be paid to Austal, the following work and/or construction is to be performed by the State as a right of way concession and/or mitigation of damages without cost to Austal, except as provided below:

~~The State's responsibility to design, build, and maintain a replacement bollard to satisfy Austal's needs at its Vessell Completion Yard will be satisfied by the State's leases to Austal of the Bollard A and Bollard B sites as set forth in the Addendum to Agreement and the State's payment to Austal of an additional sum of $1,040,000 at Closing.~~

Not applicable.

5. The State agrees to pay the sum of _____ dollars to Austal upon the satisfactory completion of the following work:

Not applicable.

which work shall be completed within ____ days from the date of notification of the approval of the terms of this agreement.

6. Exceptions and additional conditions:

**** See attached Addendum to Agreement which is adopted and incorporated herein.**

7. The rights and obligations of the parties as provided for in this Agreement and the Addendum hereto shall, subject to the terms thereof, survive the closing of the conveyance of Tract 29 to the State by delivery of the deed, provided, however, notwithstanding that the parties will have contractual rights and obligations which survive such conveyance ~~and be enforceable in a judicial action~~, any breach or claimed breach by the State, or inability of the State to perform, with respect to such surviving terms shall not operate as, or be the basis of any claim for, rescission, revocation, cancellation, or any form of setting aside of the conveyance of Tract 29 to the State.

IN WITNESS WHEREOF the parties have set their hands and seals and made the Agreement as of this the ____ day of _____, ~~2023~~2024.

Austal USA, LLC

_____
By:
As its:

The State of Alabama, acting through the Alabama Department of Transportation

_____
By: John R. Cooper
As its: Director

~~Recommended for approval:~~

~~Matthew Ericksen, P.E.~~
~~Region Engineer~~

~~Philip A. Shamburger~~
~~Right-of-Way Bureau Chief~~

This ~~Lease~~ Agreement has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

~~The State of Alabama~~

~~ATTEST:~~

~~By:~~ ~~By:~~

~~Wes Allen~~
~~Secretary of State~~
~~of the State of Alabama~~

~~Kay Ivey~~
~~Governor of Alabama~~

ADDENDUM TO AGREEMENT

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-009

This Addendum To Agreement ("Addendum") is made as part of the Agreement (Fee simple) of even date herewith between the State of Alabama, acting by and through its Department of Transportation ("State), and Austal USA, LLC ("Austal")for the acquisition of Tract 29 on Project No. ST-049-I10-009 by the State from Austal (the "Agreement"), and for the consideration expressed in the Agreement and this Addendum, the parties hereto mutually agree to the additional terms and conditions set forth below:

A. Conveyance of Tract 70 to Austal.

As further consideration to Austal for the conveyance of Tract 29 to the State by Austal, the State shall, at closing, convey to Austal by quitclaim deed, substantially in the form of **Exhibit B** attached hereto, the property designated for convenience as Tract 70, comprising approximately 7.98 acres, a portion of which is upland and a portion of which is submerged land, as more fully described and depicted in the exhibits to Exhibit B hereto; provided, however, that the State shall reserve a Temporary Construction Easement ("TCE") in the approximately 1.0 acre southernmost portion of Tract 70 as described and depicted on the exhibits to Exhibit B hereto under which the State shall have exclusive use and possession of said TCE ~~at all times its contractor is working to construct the Project for as long as it takes to complete construction of the Project as evidenced by the opening of the Mobile Bay River Bridge portion of the Project for travel by the public~~until Final Completion of the Project, but in no event

longer than twenty-one (21) years from the date of the conveyance. As used in this Agreement, Final Completion means issuance of the Acknowledgment of Final Completion by the Alabama Toll Road, Bridge, and Tunnel Authority as defined in the Design-Build Agreement between such Authority and its contractor.

B. Closing.

The closing of the conveyance of Tract 29 to the State and of the conveyance of Tract 70 to Austal shall occur within thirty (30) days of the date of this Agreement, or as soon as practicable thereafter. Provided, however, that if Tract 70 needs to be subdivided to properly effect such conveyance, the parties will proceed with the closing of the conveyance of Tract 29 to the State and the payment of the monetary consideration to Austal, with the conveyance of Tract 70 to occur within fourteen (14) days of the recording of subdivision plat. ~~The~~ **To the extent permitted by applicable law or regulations, the** State will provide reasonable cooperation and assistance with such subdivision, including executing and delivering an agent authorization form and consenting to the posting of necessary signs on the property to comply with normal subdivision application procedures in the City of Mobile, but the State shall not bear responsibility for any costs in connection with such subdivision. Ad valorem taxes on Tract 29 shall be prorated as of the date of closing. In accordance with the State's standard practice, the proration of taxes will be accomplished by Austal paying the bills for the tax parcels of which Tract 29 forms part thereof when said taxes next become due and payable after closing, and thereafter submit proof of payment of such taxes to the State, and the State will then refund a portion of said taxes prorated based on the closing date and the proportion the size of the parcels comprising Tract 29 bear to the size of the tax parcels they form part thereof. In addition

to the deed for Tract 29, Austal shall deliver at closing all releases, partial releases, consents, joinders, disclaimers, or other instruments as may be necessary to effect the conveyance of Tract 29 free of all liens, encumbrances, or other interests, except mineral interests previously conveyed or reserved and utility easements subject to relocation. Additionally, Austal shall execute and/or deliver at closing the following:

1) a resolution of all of the members of Austal reflecting that the members of Austal USA, LLC have and do thereby approve of the conveyance of Tract 29 to the State on the terms provided in this Agreement; that Austal is duly organized and validly existing under the laws of the State of Alabama, is qualified to conduct business and own real property in the State of Alabama, and has all requisite power to make the conveyance of Tract 29 to the State; that the execution and performance of the conveyance to the State will not be in violation of any other agreement to which Austal is a party or is otherwise bound thereby, nor any articles of formation, by-laws, operating agreement, or like corporate governance documents of Austal, or of others to which Austal is bound thereto; and appointing and authorizing such officer or officers to execute the deed to the State and all other closing documents, and to take all such other actions reasonably needed to effect the conveyance to the State.

2) Closing Statement.

3) Substitute Form 1099-S.

4) IRS Form W-9 (if not provided earlier).

5) Affidavit of Residency or Exemption.

6) all other documents required or reasonably needed to effect the conveyance to the State.

At closing (or a closing after subdivision), the State shall deliver to Austal a quitclaim deed for Tract 70 executed by such officers of the State required to properly effect such conveyance under Alabama law. Additionally, the State shall execute and deliver such documents and take such other actions required or reasonably needed to effect such conveyance to Austal.

Each party shall be responsible for deed taxes and recording fees applicable to the deeds under which they are the grantee and the State shall be responsible for the recording fees applicable to any mortgage or lien releases. Other closing costs and attorney's fees will be borne by the party causing the same to be incurred as needed to effect this Agreement.

C. Possession.

The parties agree that possession of Tract 70, except as to the TCE reserved by the State, will pass to Austal at the closing thereof and that possession of Tract 29 will pass to the State on July 1, 2024 ~~or such date that is forty-five (45) days prior to the State's contractor mobilizing for construction of the Project, whichever date is later (the "Turnover Date")~~. Austal shall have the right to remove site improvements from Tract 29 and thereby retain ownership thereof provided that such improvements are removed on or before ~~the Turnover Date~~June 30, 2024. On and after ~~the Turnover Date~~July 1, 2024, Austal shall have no right of possession in Tract 29 or any remaining right or ability to remove and thereby retain ownership of any improvements remaining thereon, and the State shall be entitled to deal with and dispose of the same as it may

determine in its sole discretion; except that, pursuant to the lease provided for in Section F.2. of this Addendum, Austal shall have the right to install, access, and use Replacement Bollard A being installed by Austal.

It is further agreed that notwithstanding the State will not be taking full and exclusive possession of Tract 29 at closing, but rather on ~~the Turnover Date~~July 1, 2024, representatives of FHWA, the State and its contractors and consultants shall have access to Tract 29 from and after the date of this Agreement for the purpose of conducting surveys, geotechnical studies, and other work in aid of the design and/or construction of the Project. Promptly upon entering into this Agreement, if they have not already done so, the parties shall coordinate and develop protocols for the reasonable and efficient access to Tract 29 for the purposes of such surveys, studies, and other work, including compliance with Austal's property access and badge controls.

Austal shall indemnify and hold harmless the State and any entity thereof, and its or their officers, officials, agents, servants, and employees from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, connected with, resulting from or related to (1) bodily injury, death, or property damage, including loss of use thereof, caused by any act or omission by Austal or any other person or entity on the property acting by, through, or for Austal on Tract 29 after the date of the closing and prior to ~~the Turnover Date~~July 1, 2024; (2) Austal's use or failure to vacate the property on or before ~~the Turnover Date~~June 30, 2024; and, (3) the provision of any services or expenditure of funds required, authorized, or undertaken by Austal in connection with such possession and use after the closing date. However, it is understood and agreed that the ~~remainder~~ removal of the improvements permitted to

be removed from the property by Austal under this Section C hereof shall not itself constitute loss or damage within the meaning of this indemnity and hold harmless obligation. Neither this indemnity provision nor any other term of this Agreement shall limit any remedy the State may have relating to Austal's post-closing possession of Tract 29.

D. Filling of the Basin.

In the event Austal determines to fill in the basin comprising a portion of Tract 70, such filling shall not be undertaken until completion of the Project as evidenced by Final Acceptance, and if such filling is undertaken, the small portion of the basin situated on the State's right-of-way acquired as Tract 31 of Project No. ST-049-I-10-006 shall also be filled at the same time at no monetary cost to the State. All costs of filling the basin shall be borne by Austal. The State will cooperate and coordinate with Austal concerning such work including, without limitation, providing access for the filling of the small portion of the basin located on the State's right-of-way and the appropriate connection between Austal's new bulkhead and the State's bulkhead fronting on the right-of-way. ~~The~~ **To the extent permitted by applicable law and regulations, the** State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

E. Coordination During Construction.

In connection with the construction of the Project, the parties agree as follows:

1. Construction of the East Side High Level Approaches and other work on Tract 29(2) shall be completed within a fifty-four (54) calendar month period commencing on the first day of the month next following Notice to Proceed to the State's

contractor; provided, however, such construction period shall be extended for the following force majeure causes, to the extent they are beyond the State's and its contractor's reasonable control and have an adverse impact on the State or its contractor's ability to construct the Project: fire, earthquake, tornado, hurricane, tropical storm, or other natural disaster which has been proclaimed a disaster or state of emergency by the President of the United States or Governor of the State and which causes direct physical damage to the Project, direct physical damage to major pre-fabricated elements of the Project and/or production facilities for the same, or specialty equipment for the Project, any pandemic, epidemic or quarantine restrictions occurring within the vicinity of the Project, blockade or freight embargos, war or terrorism, whether foreign or domestic, acts of a public enemy and work stoppages, work slow-downs, or other labor disruptions unless caused by or otherwise under the control or influence of the State or its contractors, **or any other stoppage of the Project beyond the control of the State or its contractors, or termination or suspension of the Project due to funding sources**. In the event of such force majeure causes, the construction period through Tract 29(2) shall be extended for the period of time reasonably needed by the State and its contractors to complete such work exercising due diligence. The construction fencing installed on or around Tract 29(2) shall include privacy screening.

2. The State and its contractors shall not use the existing driveways to access Tract 29(2) from Dunlap Drive. Access shall be made by the construction of entrances to Tract 29(2) along Addsco Road a/k/a Austal Way and/or Dunlap Drive which

shall not impact existing driveways onto Austal's property not part of the acquired right-of-way.

3. During construction of the East Side High Level Approaches, the contractor shall provide a covered, protected pedestrian path along Dunlap Drive under the bridge. The construction work, including the placement of the pedestrian path, must not interfere with Austal's movement of vessel modules along Dunlap Drive.
4. The parties and/or their contractors shall coordinate and conduct tests prior to construction to confirm that the radio system used by the State and its contractor will not interfere with Austal's radio system.
5. During construction, Austal, the State, and/or their contractors shall conduct weekly meetings or calls to discuss impacts of the Project to Addsco Road, Dunlap Drive, the east tunnel interchange, U.S. Highway 90/98, the Mobile River, coordinate lane closures and other disruptions to traffic, and other issues which may affect the operations of Austal.
6. During construction, the State's contractor may not use temporary tie-downs or other temporary works, including piers or bulkheads, for construction of the Center Span of the Main Span Bridge on the channel side that will interfere with the continued operations of Austal's facilities, **unless approved the U.S. Coast Guard**.
7. The State and its contractors shall implement procedures to ensure the work does not restrict ship access through the right-of-way to Austal's Vessel Completion Yard. Austal will provide three (3) days' notice when moving vessels in or out of

the Vessel Completion Yard, except that during emergency events or increased threat levels, such notice may be reduced to twenty-four (24) hours.

8. The State or its contractors shall implement procedures to perform hydrographic surveys to monitor the slip depth at Austal's Vessel Completion Yard during construction of the East Side Main Tower footing and other activities near the East Side Main Tower which could impact the water bottoms. The procedures shall include specific actions to be taken to ensure vessels can continue to use the slip should the depth become shallower than the base line survey. Such surveys shall be performed every three (3) months during construction of the East Side Main Tower footing and continue for six (6) months after completion of the footing and all activities which could impact the water bottoms. Such base line survey to be provided by Austal on or before August 1, 2024.

9. The State's contractor shall maintain continuous access to Dunlap Drive and Addsco Road from U.S. Highway 90/98 during construction except with prior notification to Austal, and shall limit restriction of traffic on these roads from 3:00 a.m. to 4:00 a.m., 4:45 a.m. to 6:00 a.m., and from 3:15 p.m. to 4:30 p.m.

10. During construction, the State's contractor shall install two (2) variable message boards which display the planned road closure dates and times and other construction information, one of which shall be located on Dunlap Drive near U.S. Highway 90/98 and the other on Addsco Road between Austal's property and the Alabama Industrial Development Training Center.

11. The State or its contractors shall inform Austal regarding any lane closures on Dunlap Drive or Addsco Road during construction. Such lane closure coordination

shall include thirty (30) days' advance notice to Austal and shall include reasonable efforts to coordinate with Austal the most desired lane closure dates and times to accommodate both parties' schedules and operational needs. Temporary restrictions to ship traffic, including ship traffic on secondary channels and inlets, must comply with the approved Mobile Harbor Navigation Channel Traffic Plan and must not interfere with Austal's ship movements including, but not limited to, ship launches, builder trials, U.S. Navy acceptance trials, and transfers between the Vessel Completion Yard and dry dock.

12. The State shall design fender systems for the East Side Main Tower in accordance with Article 3.14.15 of AASHTO LRFD Bridge Design Specifications and including being designed to withstand impacts from vessels operating on and/or being constructed by ship builders on the Mobile River. The State shall coordinate with the U.S. ~~Navy, U.S.~~ Coast Guard~~, and Austal~~ **and Austal (who in turn will take into account, among other things, requirements of the U.S. Navy arising in connection with Austal's contracts with the Navy)** concerning the location and design of the fender system so as not to interfere with Mobile River traffic or Austal vessels.

F. Leases of Right-of-Way to Austal for Parking and Replacement Bollard Locations~~:~~ **Reimbursement of Replacement Bollards Construction Costs**

1. Within forty-five (45) days of ~~completion of the Project, as evidenced by the date traffic is first opened to the public over the Mobile River Bridge portion~~ **Final Completion** of the Project, and subject to approval by the Federal Highway Administration ("FHWA"), the State will lease portions of the

Project right-of-way described below to Austal for use as parking. The lease will be in the general form of the lease attached hereto as **Exhibit C**. The terms of the lease shall be on terms mutually agreeable between the parties, however, those terms shall in all respect be consistent with then applicable federal regulations, including, but not limited to, 23 CFR § 710.405, other law, and shall be terms to which the FHWA will give approval in accordance with federal regulations. The property contemplated to be the subject of the lease will be the portions of the surface of the right-of-way under the new bridge and/or high level approaches acquired as Tract 29(2) from Austal **under this Agreement** and acquired from others as Tract 31 of **the** Project ~~**No. ST-049-I-10-006**~~ suitable for use as parking taking into account the bridge structures or other construction undertaken as part of the Project. **The initial rent will be fair market rent at the time of commencement of the lease as required by and determined in accordance with the then applicable federal regulations and the State's ROW Manual.** Any improvements ~~**to the surface**~~ needed to make the property suitable for parking shall be the sole expense of Austal. Austal shall pay fair market rent for such lease(s) which will be determined by the then applicable federal regulations and/or the State's Right-of-Way Manual.

2. During Post-Closing Possession as provided in Section C above, i.e., through ~~**the Turnover Date**~~**June 30, 2024**, Austal at its expense may install, access and use Replacement Bollard A in the approximate location shown in Exhibit D, subject to further refinement as provided below. Effective on ~~**the Turnover**~~

~~Date~~July 1, 2024, subject to FHWA approval, the State will lease to Austal that portion of Tract 29(1) for access to and use of, and if not installed during Post-Closing Possession installation of, Replacement Bollard A. The lease will be substantially on the terms and in the form of **Exhibit E**. The exact location for the installation of Replace Bollard A, whether installed during Post-Closing Possession or during the lease, shall be determined by coordination between Austal and the State and documented by written permit from the State. ~~The~~ To the extent permitted by applicable law and regulations, the State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

3. ~~Within forty-five (45) days after completion of construction of~~ Due to the nature and proximity of Replacement Bollard B to be installed by Austal and the fendering system for the East Side Main Tower ~~portion of the Project~~ being constructed by the State, the parties acknowledge the need and importance of coordination in the construction of these improvements. Accordingly, promptly following execution of this Agreement, the parties will begin coordination concerning the location, access to, and construction of Replacement Bollard B, the actual construction of which will be done in coordination with the State's construction of the fendering system for the East Side Main Tower. At the time determined by the parties as a result of such coordination, but in no event later than Final Completion of the Project, and subject to the

approval of FHWA, the State will lease to Austal a second portion of Tract 29(1) for the installation, access to, and use of Replacement Bollard B by Austal at its expense in the approximate location shown on Exhibit D. The lease will be substantial on the terms and in the form of **Exhibit F**. The initial rent will be fair market rent at the time of commencement of the lease as required by and determined in accordance with the then applicable federal regulations and the State's ROW Manual. The exact location for the installation of Replace Bollard B~~, whether installed during Post-Closing Possession or during the lease,~~ shall be determined by coordination between Austal and the State and documented by written permit from the State. ~~The~~ To the extent permitted by applicable law and regulations, the State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

4. The State will reimburse Austal for the actual, documented costs incurred by Austal to install Replacement Bollards A and B on the leases as provided in Sections F2 and F3 above, subject to a maximum reimbursement of $1,000,000. Such reimbursable costs shall be exclusive of any profit or overhead costs of Austal. Austal shall submit to the State invoices for such costs on a monthly basis as such costs are incurred, together with other documentation required for the State to process payment.

G. Miscellaneous Provisions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Time is of the essence in the parties' respective performance of their duties and obligations hereunder. The parties acknowledge, agree, represent and warrant to each other that the persons executing this Agreement on their behalf are fully authorized to do so and upon such execution this Agreement is and shall be binding upon the respective party, and their successor and assigns. If any term or part of this Agreement shall be held invalid and/or unenforceable by a court of competent jurisdiction, the remaining parts or terms of this Agreement shall remain enforceable and binding upon the parties. With respect to any parts or terms of this Agreement which are held to be valid and unenforceable, the parties agree the same are reformed to the extent necessary to render said parts or terms valid and enforceable, and if not so possible shall negotiate in good faith to restore the benefits of such terms to the respective parties, to the greatest extent possible.

In compliance with Act 2016-312, Austal hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this Agreement, Austal provides this as written verification that Austal, without violating controlling law or regulation, does not and will not, during the term of this Agreement, engage in economic boycotts as the term "economic boycott" is defined in Section 1 of Alabama Act No. 2023-409.

This item is included in this Agreement for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically that provision codified at Section 31-13-9(k), Code of Alabama, 1975, as amended, which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity is a Party:

By signing this contract, Austal affirms, for the duration of the agreement, that Austal will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Austal is found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF the parties have set their hands and seals and made the Addendum to Agreement as of this the ____ day of _____, ~~2023~~2024.

Austal USA, LLC

_____

By:
As its:

The State of Alabama, acting through the Alabama Department of Transportation

_____

By: John R. Cooper
As its: Director

~~Recommended for approval:~~

_____

~~Matthew Ericksen, P.E.~~

~~Region Engineer~~

~~Philip A. Shamburger~~
~~Right-of-Way Bureau Chief~~

This ~~Lease~~ Addendum has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

~~The State of Alabama~~

~~ATTEST:~~

~~By:~~
~~Wes Allen~~
~~Secretary of State~~
~~of the State of Alabama~~

~~By:~~
~~Kay Ivey~~
~~Governor of Alabama~~

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

ADDRESS: 100 AUSTAL WAY MOBILE, AL 36602

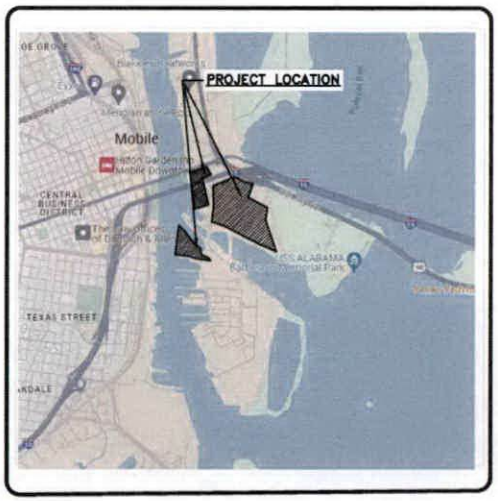
FEBRUARY, 2024



VICINITY MAP

N

N.T.S.



VICINITY MAP

PARKING DATA	
SPACES REQUIRED	1,594
SPACES PROVIDED	2,687
OMITTED SPACES DUE TO BRIDGE CONSTRUCTION	650
PROPOSED TEMPORARY PARKING SPACES	693
FUTURE PARKING SPACES	534

LANDSCAPE REQUIREMENTS

TOTAL AREA = 5,489,523 SQ. FT.

MULTIPLY BY = 12%

TOTAL LANDSCAPED AREA REQUIRED = 1,000,000 SQ. FT. ±

FRONT YARD ROAD FRONTAGE = 5025 L.F. DIVIDED BY 30 FT. = 160 HERITAGE TREES REQUIRED
164 HERITAGE TREES PRESENTLY ON SITE

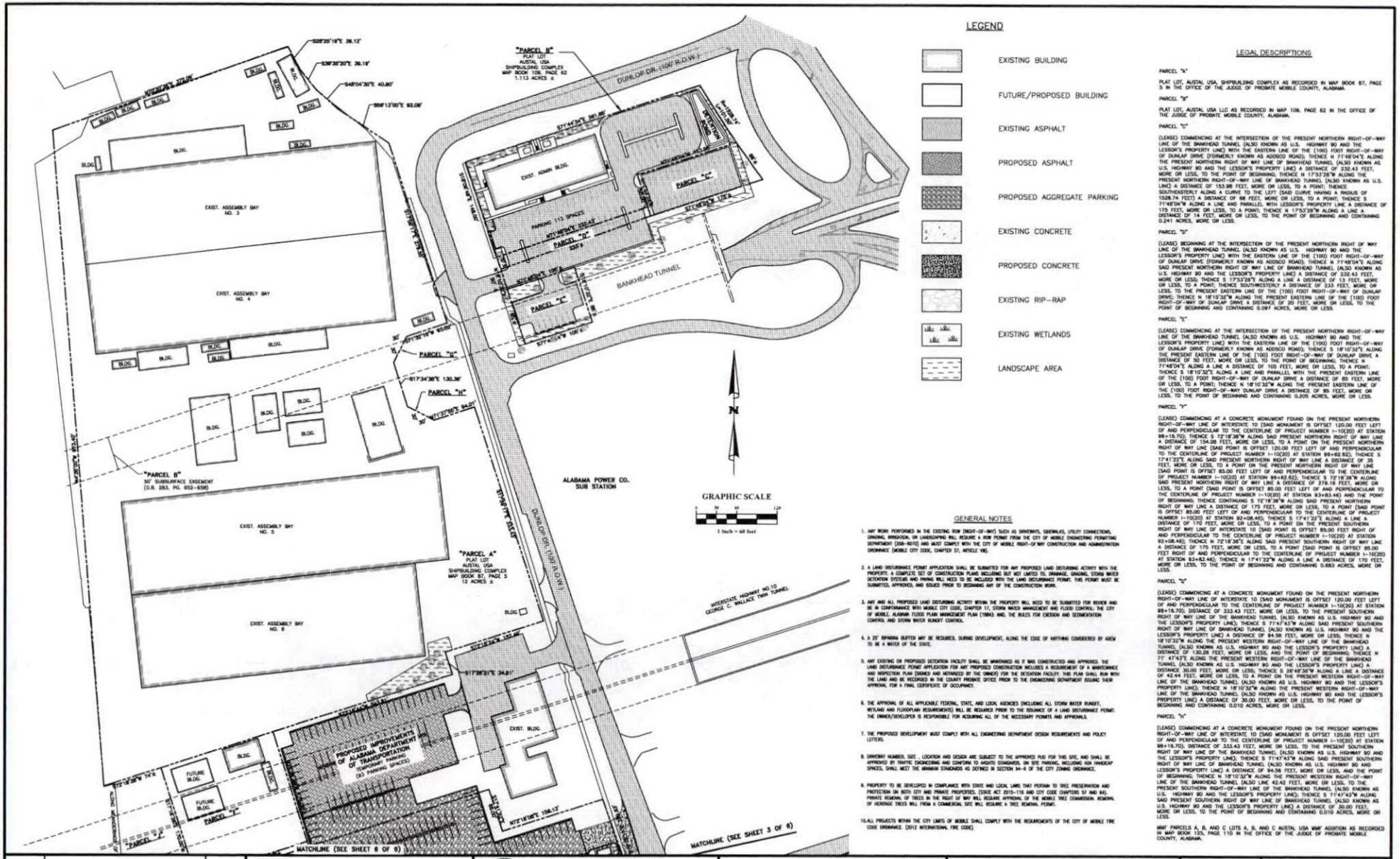
PROPERTY NOT FRONTING ROAD = 10,303 L.F. DIVIDED BY 30 FT. = 203 UNDER STORY TREES REQUIRED

TOTAL PARKING SPACES PROVIDED = 2,687 DIVIDED BY 20 = 134 UNDER STORY TREES REQUIRED

TOTAL AREA OF HARRISON PROPERTY = 603,451 SQ. FT. (13.85 ACRES ±)
(PROPOSED EXEMPT FROM LANDSCAPE REQUIREMENTS)

NOTE: ANTICIPATED TREE REMOVAL DURING BRIDGE CONSTRUCTION – 19 HERITAGE TREES

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900



GENERAL NOTES

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING BUT NOT LIMITED TO, DRAINAGE, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN ARE SUBJECT TO THE APPROVED PUD FOR THIS SITE, AND SHALL BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ON SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-4 OF THE CITY ZONING ORDINANCE.

9. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES. (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES WILL FROM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.

10. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE. (2012 INTERNATIONAL FIRE CODE).

LEGAL DESCRIPTIONS

PARCEL "A"

PLAT LOT, AUSTAL USA, SHIPBUILDING COMPLEX AS RECORDED IN MAP BOOK 87, PAGE 5 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLAT LOT, AUSTAL USA LLC AS RECORDED IN MAP 106, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG THE PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 17°53'28"W ALONG THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. LINE) A DISTANCE OF 153.96 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) A DISTANCE OF 88 FEET, MORE OR LESS, TO A POINT; THENCE S 71°48'04"W ALONG A LINE AND PARALLEL WITH LESSOR'S PROPERTY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT; THENCE N 17°53'28"W ALONG A LINE A DISTANCE OF 74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D"

(LEASE) BEGINNING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS; THENCE S 17°53'28"E ALONG A LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY A DISTANCE OF 233 FEET, MORE OR LESS, TO THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE S 18°10'32"E ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 71°48'04"E ALONG A LINE A DISTANCE OF 105 FEET, MORE OR LESS, TO A POINT; THENCE S 18°10'32"E ALONG A LINE AND PARALLEL WITH THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+18.70); THENCE S 72°18'36"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 134.06 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 99+62.82); THENCE S 17°41'22"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 99+62.82); THENCE S 72°18'36"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 378.19 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.48) AND THE POINT OF BEGINNING; THENCE CONTINUING S 72°18'36"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.48); THENCE S 17°41'22"E ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO A POINT ON THE PRESENT SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10 (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.48); THENCE N 72°18'36"E ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.48); THENCE N 17°41'22"W ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+18.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.58 FEET, MORE OR LESS; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 130.28 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 71° 47'43"E ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS; THENCE S 26°49'36"W ALONG A LINE A DISTANCE OF 42.44 FEET, MORE OR LESS, TO A POINT ON THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+18.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.58 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO LINE 42.42 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MAP PARCELS A, B, AND C LOTS A, B, AND C AUSTAL USA MAP ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

NUMBER	REVISION	DATE

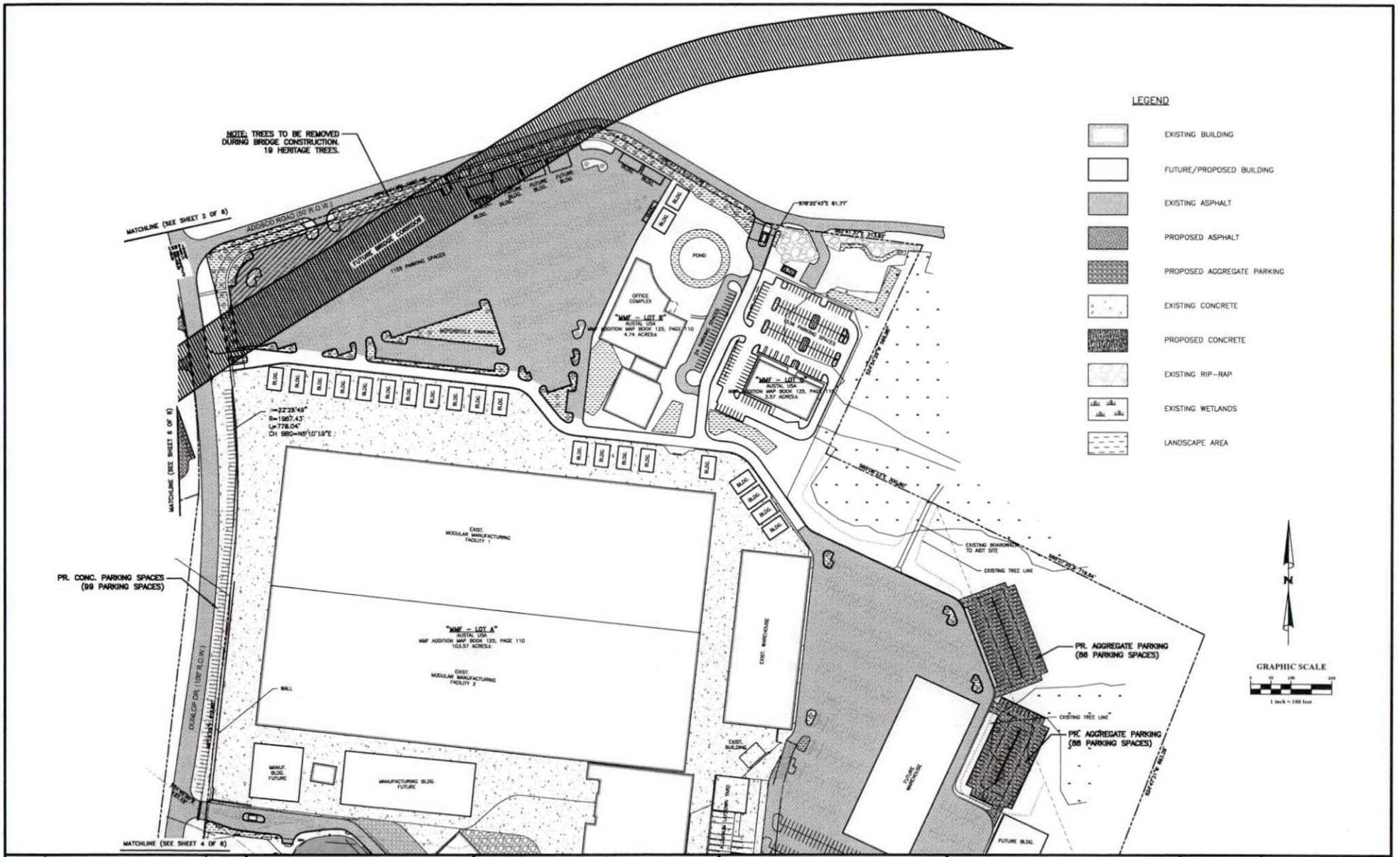
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E.J. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 2

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE	1"=60'
DATE	February 23, 2024
DRAWN BY	J.M.
CHECKED BY	S.D.
SHEET	2 OF 6



NUMBER	REVISION	DATE

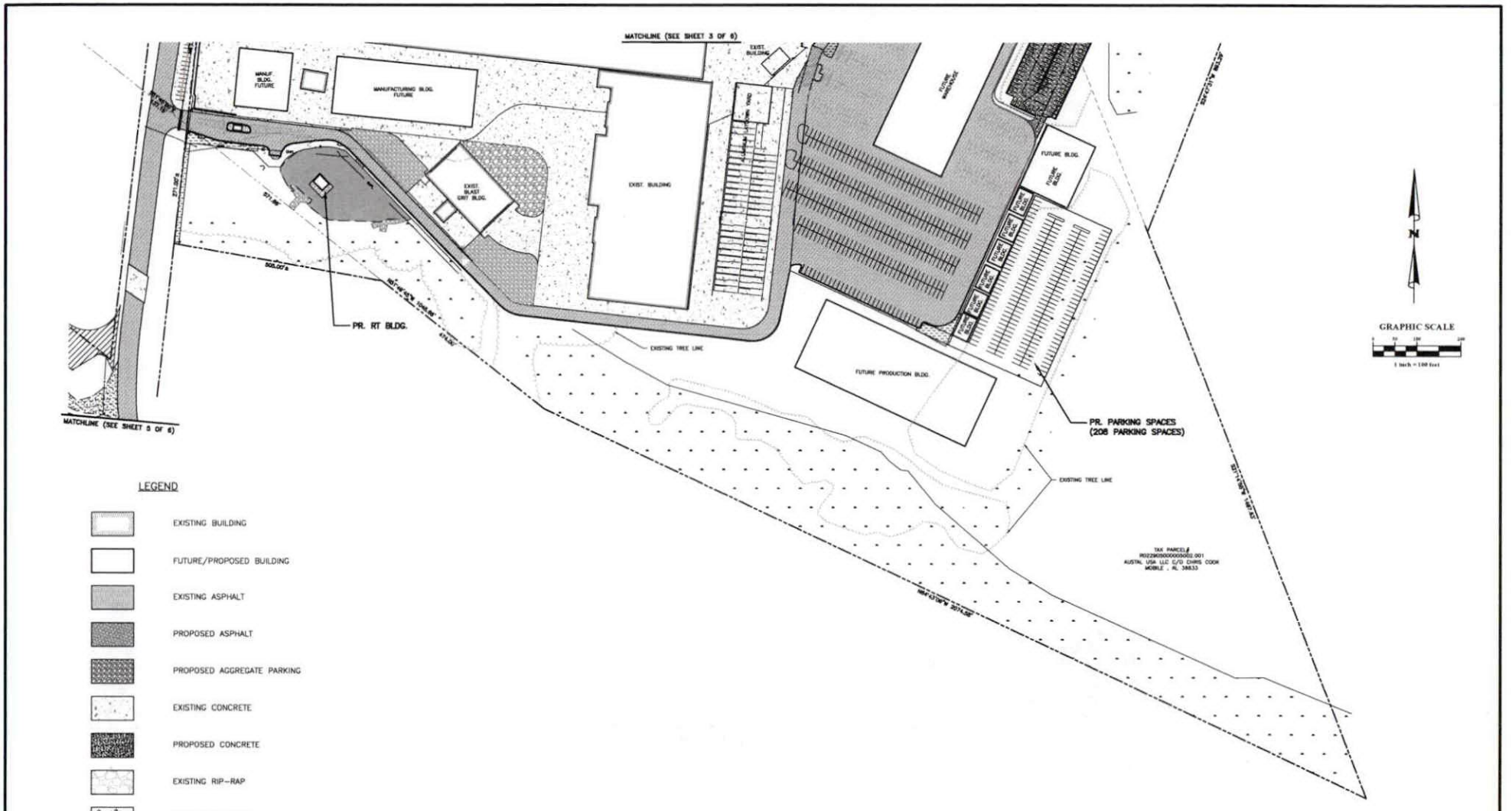
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. T. "Beale" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 3

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	3 OF 6



NUMBER	REVISION	DATE

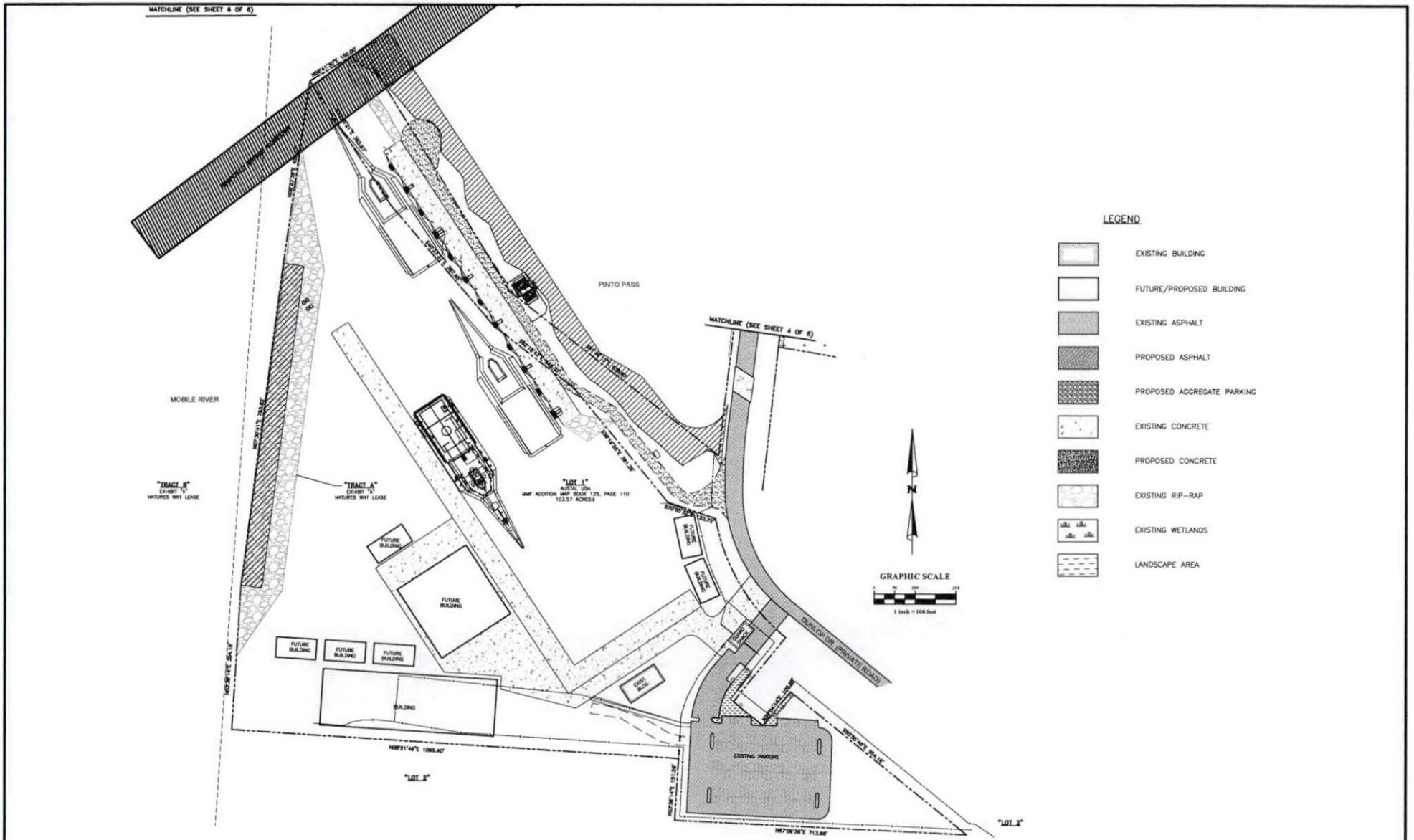
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30473 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 4

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	4 OF 6



NUMBER	REVISION	DATE

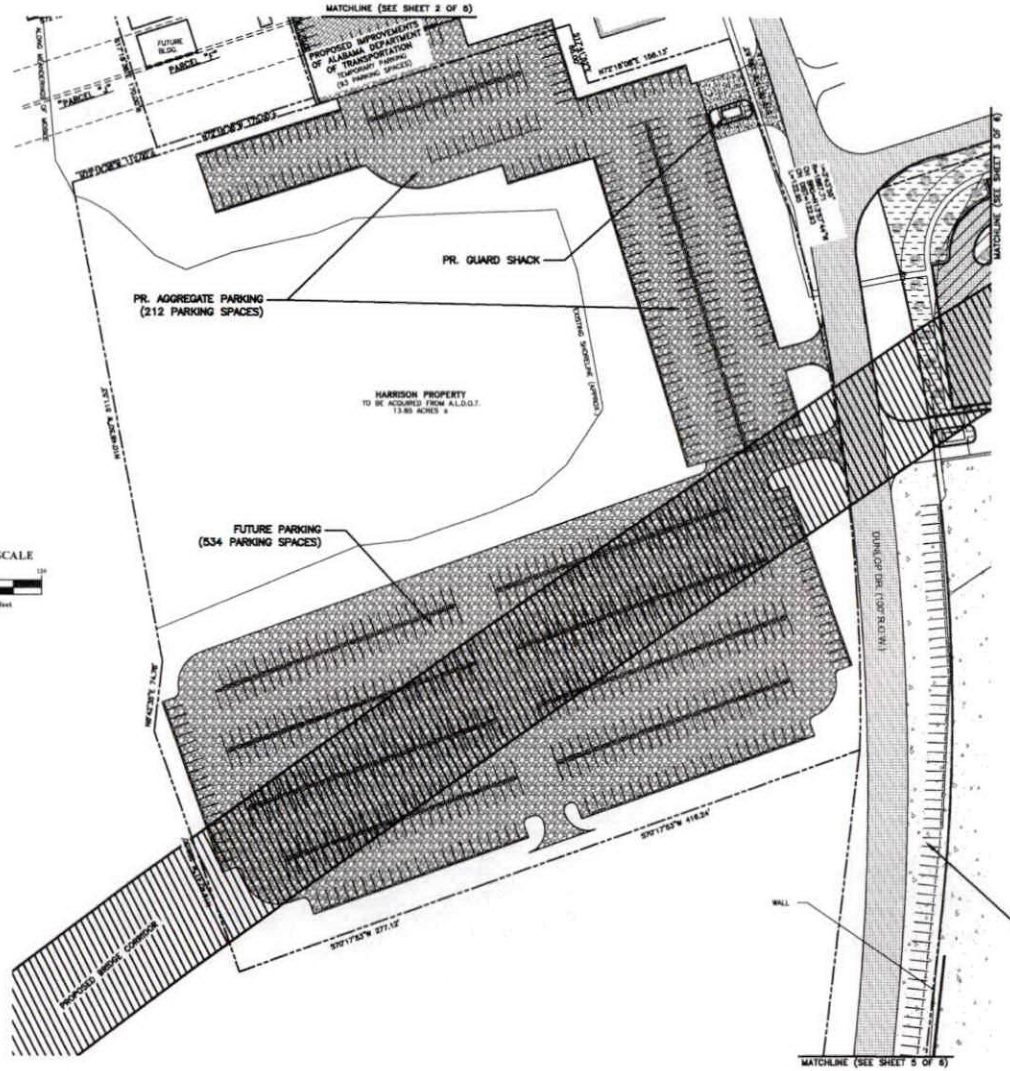
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30473 Sgt. E.L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 5

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE	1"=100'
DATE	February 23, 2024
DRAWN BY	J.M.
CHECKED BY	S.D.
SHEET	5 OF 6



HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT)

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE PRESENT WEST R/W LINE OF DUNLAP DRIVE AND THE EAST PROPERTY LINE OF PROPERTY DESCRIBED IN LP 72311, PG 1363 AND RECORDED AT THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 731 FEET, MORE OR LESS, TO A POINT ON THE GRANTOR'S SOUTH PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE), WHICH IS THE POINT OF BEGINNING; THENCE S 70°17'57" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 416.24 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' RT OF THE CENTERLINE OF PROJECT); THENCE S 70°17'57" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 277.12 FEET TO A POINT ON THE GRANTOR'S WEST PROPERTY LINE; THENCE N 19°40'11" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 226.30 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' LT OF THE CENTERLINE OF PROJECT); THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 45.08 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 8°43'35" E AND ALONG THE GRANTOR'S SAID PROPERTY-LINE A DISTANCE OF 19.78 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 10°46'56" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 511.33 FEET TO A POINT ON THE PRESENT SOUTH R/W LINE OF I-10; THENCE N 72 °15'E' E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 301.66 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE S 17 ° 41 '10" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 85.00 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE N 72 °18'0" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 136.13 FEET TO A POINT ON THE PRESENT WEST R/W LINE OF DUNLAP DRIVE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE S 19°16'1 7" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 1366.83 FEET TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.80 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE) (SAID ARC HAVING A CHORD BEARING OF S 13 °37'44" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 122.63 FEET AND A RADIUS OF 1967.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 219.03 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 122.50' RT OF THE CENTERLINE OF PROJECT) (SAID ARC HAVING A CHORD BEARING OF S 7 °32'40" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 218.40 FEET AND A RADIUS OF 1888.34 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET AND ALONG SAID PRESENT R/W LINE (SAID ARC HAVING A CHORD BEARING OF S 1 °9'31" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 9600.81 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS, TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING, AND AS SHOWN ON THE RIGHT OF WAY MAP OF RECORD IN THE ALABAMA DEPARTMENT OF TRANSPORTATION, A COPY OF WHICH IS ALSO DEPOSITED IN THE OFFICE OF THE JUDGE OF PROBATE AS AN AID TO PERSONS AND ENTITIES INTERESTED THEREIN, AND AS SHOWN ON THE PROPERTY SKETCH ATTACHED HERETO AND MADE A PART HEREOF, THE PROPERTY INTENDED TO BE CONVEYED CONSTITUTES, AND IS FURTHER DESCRIBED AS, ALL OF THE PROPERTY CONVEYED TO GRANTOR BY WARREN PETROLEUM CORPORATION BY INSTRUMENT DATED JULY 22, 1960 AND RECORDED AT REAL PROPERTY BOOK 174, PAGE 410 AND BY MOBILE RAILWAY COMPANY BY INSTRUMENT DATED MARCH 28, 2013 AND RECORDED AT BOOK 7007, PAGE 41;AND IS FURTHER DESCRIBED AS ALL OF THE PROPERTY OWNED BY GRANTOR BOUNDED, GENERALLY, BY THE INTERSTATE 10 RIGHT-OF-WAY TO THE NORTH, DUNLAP DRIVE TO THE EAST, PARCEL PASS AND THE MOBILE RIVER TO THE WEST, AND PROPERTY OWNED BY GRANTEE AND PROPERTY OWNED BY DROA, INC. TO THE SOUTH. SAID PROPERTY IS CONVEYED TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING.

LEGEND

- EXISTING BUILDING
- FUTURE/PROPOSED BUILDING
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED AGGREGATE PARKING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING RIP-RAP
- EXISTING WETLANDS
- LANDSCAPE AREA

NUMBER	REVISION	DATE

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 6

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET	6 OF 6

AUSTAL USA LLC
202 ADDSCO RD
Mobile, AL 36633

AUSTAL USA LLC C/O CHRIS COOK
PO BOX 1049
MOBILE AL 36633

Sawgrass Consulting LLC
30673 Sgt El Boots Thomas Drive
Spanish Fort, AL 36527

Agenda Item #: 8

MOD-002864-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
145, 151, 176, 195, 350 & 400 Dunlap Drive

Subdivision Name:
Austal USA MMF Addition Subdivision, Austal Outfit Yard 1 Subdivision

Applicant / Agent:
Joey Nunnally, Austal USA

Property Owner:
Austal USA, LLC

Current Zoning:
I-2, Heavy Industry District

Future Land Use:
Heavy Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Three months from approval.

Proposal:

- Major Modification of a previously approved Planned Unit Development.

Considerations:

1. Major Modification of a previously approved Planned Unit Development with twelve (12) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

Two (2) of the three (3) areas within the subject site have been developed by Austal USA with various Planned Unit Developments (PUD's), Subdivisions, and variances, all for the purpose of expanding the company's shipbuilding operations. No one single case has included all of the areas to be reviewed by this application, and the areas now under review are not contiguous. One area is currently Alabama Department of Transportation property which has never been part of any application before the Planning Commission or Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Retain NOTES #1 – 7 on SHEET 2 of 6 of the AUSTAL PUD MODIFICATION.

Traffic Engineering Comments:

A traffic impact study will be required. The parking within the right-of-way is currently being reviewed by permitting and traffic engineering as a part of a right-of-way use agreement. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The purpose of this application is to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites. Two of the three sites comprising this application are developed as part of the Austal USA shipbuilding complex. Due to the route of the proposed Mobile River Interstate 10 Bridge, the applicant must vacate a large portion of the parking area along the South side of ADDSCO Road within the Modular Manufacturing Facility site which was approved via a PUD approved on January 19, 2012. Replacement parking is proposed in another portion of that site, and in an area which is proposed to be purchased by the

applicant. Along with the new parking, the applicant also proposes manufacturing, production, warehousing and smaller support buildings on the Modular Manufacturing Facility site. The third site (Outfit Yard) is along the South side of Pinto Pass and Dunlap Drive which received Planned Unit Development approval on September 18, 2014 to allow multiple buildings on a single building site. No replacement parking is proposed on that site, but new buildings are proposed beyond those of the previously approved PUD. The bridge corridor traverses the North end of that site, but has no impact on buildings or parking.

As PUD approvals are site plan-specific and as the current expansion proposal is much larger in nature, the site is required to obtain Major Modification approval in order to proceed with the proposed construction. As a major modification to the previously approved PUDS is needed for parking, the applicant was advised to bring all anticipated parking and buildings to the Commission and City Council in one (1) application. The applicant states a time frame of three months from approval to begin construction.

The Modular Manufacturing Facility site will lose 650 of the current parking spaces. Within that site, three new parking areas will provide 382 parking spaces. Another 99 parking spaces are proposed adjacent to that site along the East side of Dunlap Drive within the public right-of-way. The applicant proposes to purchase 13.85± acres of land owned by the Alabama Department of Transportation extending from the West side of Dunlap Drive to the East bank of the Mobile River, at the West terminus of Austal Way. Within that area, 212 replacement parking spaces are proposed at its North end. The 650 lost spaces will then be replaced by 693 parking spaces. The proposed Mobile River Interstate 10 Bridge traverses the Southern portion of that area, and 534 future parking spaces are proposed within the bridge corridor. Dunlap Drive and ADDSCO Road and existing internal drives will provide all access to the proposed parking areas.

Pertaining to the Modular Manufacturing Facility site, in addition to the proposed relocation of parking, five (5) large manufacturing, production and warehousing buildings are proposed, ranging in size from approximately 16,250 square feet to approximately 74,375 square feet. Approximately 34 much smaller support buildings are also proposed within that site. The proposed bridge corridor across the site will result in the removal of 19 existing frontage heritage trees along ADDSCO Road. As this area will eventually be under the bridge when completed, the replacement of the lost trees should not be required.

The proposed 99 parking spaces within the Dunlap Drive right-of-way will require Traffic Engineering and Engineering approval, and as illustrated in the Traffic Engineering comments, the process of obtaining approval has begun.

Within the Outfit Yard, the applicant proposes two (2) new large buildings totaling approximately 96,700 square feet, and six (6) smaller buildings at approximately 5,000 square feet each. No new parking or access to that site is proposed. The approved September 18, 2014 PUD for that site indicated several proposed buildings, but it appears that only one (1) building was constructed. As proposed the new buildings would constitute an expansion of over 50% of the existing building footprint, thus full compliance with the landscaping and tree planting requirements of the UDC would apply at the time of new construction.

The large tract of land proposed to be obtained from the Alabama Department of Transportation has never been before the Planning Commission or Board of Zoning Adjustment. The site is vacant, except for some minor structures on portions leased for other commercial purposes. The land portion is crescent-shaped with a large basin off the Mobile River in the middle. The applicant proposes 212 temporary parking spaces along the North and East portions of the site with two (2) access drives off Dunlap Drive. The Southern portion of the site is within the proposed bridge corridor, and the site plan indicates a future parking area for 534 parking spaces within this area with one (1) access point off Dunlap Drive. No buildings are proposed other than a small guard shack at the Northern-most entrance drive. As the site is a metes-and-bounds legal description, it must be made a legal lot of

record via a one-lot subdivision. The applicant requests exemption from the landscaping requirements for this site, and such would seem in order due to the fact that the parking relocation is caused by the bridge construction project.

The site plan provides parking numbers for current parking requirements, spaces provided, those displaced and those replaced, but does not provide any calculations for future requirements for the proposed new buildings throughout the site based on the square footage of office space or the number of manufacturing/warehousing employees. The UDC stipulates that any parking spaces in excess of the minimum requirement must be Alternative Surface. However, due to site being zoned I-2, the entire parking areas could be an approved Alternative Surface – gravel (64-3-12.A.5.(c)(3) and 64-3-12.A.5.(d)(3)). In terms of parking there are other considerations involved, such as the provision of pedestrian safety aisles (64-3-12.A.5.(i) and (j)) and the provision of bicycle parking as per 64-3-12.A.9.(b).

The site plan does not indicate dumpsters, nor are there any notations stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection.

A revised Modified Planned Unit Development site plan (hard copy and pdf) illustrating compliance should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

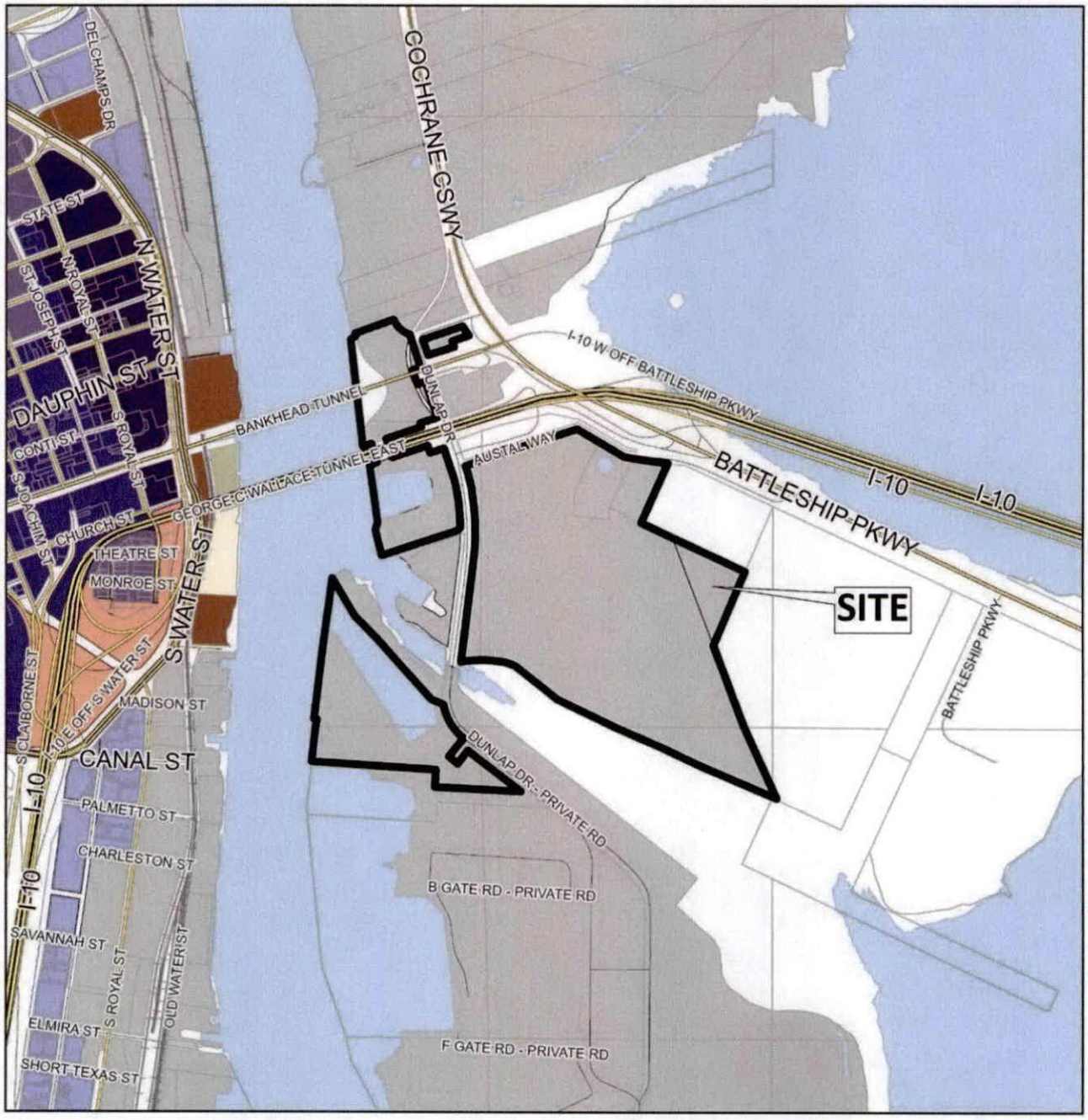
> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> 1. Is consistent with all applicable requirements of this Chapter;
> 2. Is compatible with the character of the surrounding neighborhood;
> 3. Will not impede the orderly development and improvement of surrounding property;
> 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
>   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
>   b. Includes adequate public facilities and utilities;
> 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
> 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
> 7. Shall not be detrimental or endanger the public health, safety or general welfare.
> 8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions should apply:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report;
10. Compliance with all Fire Department comments noted in this staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE March 21, 2024

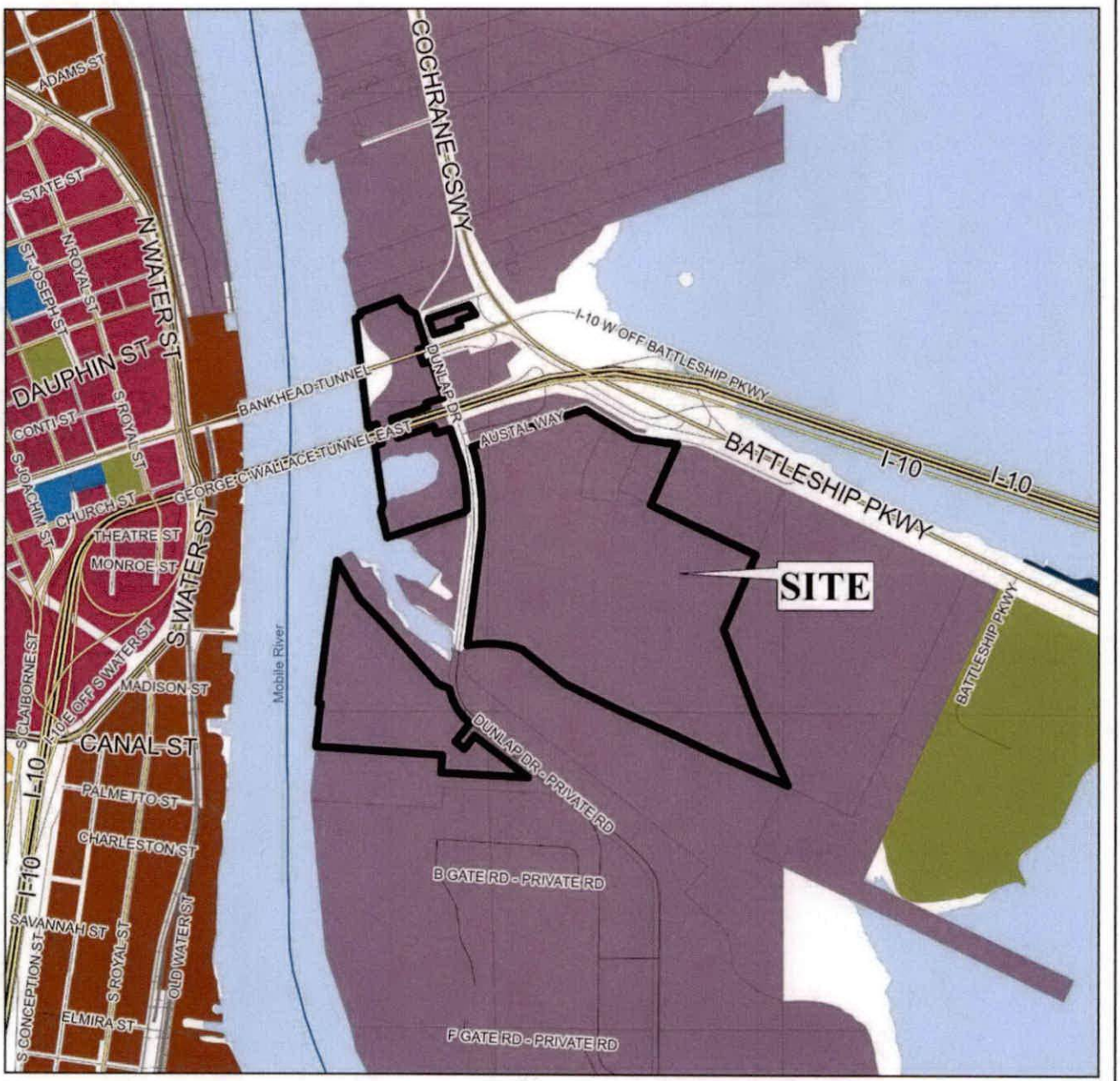
APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

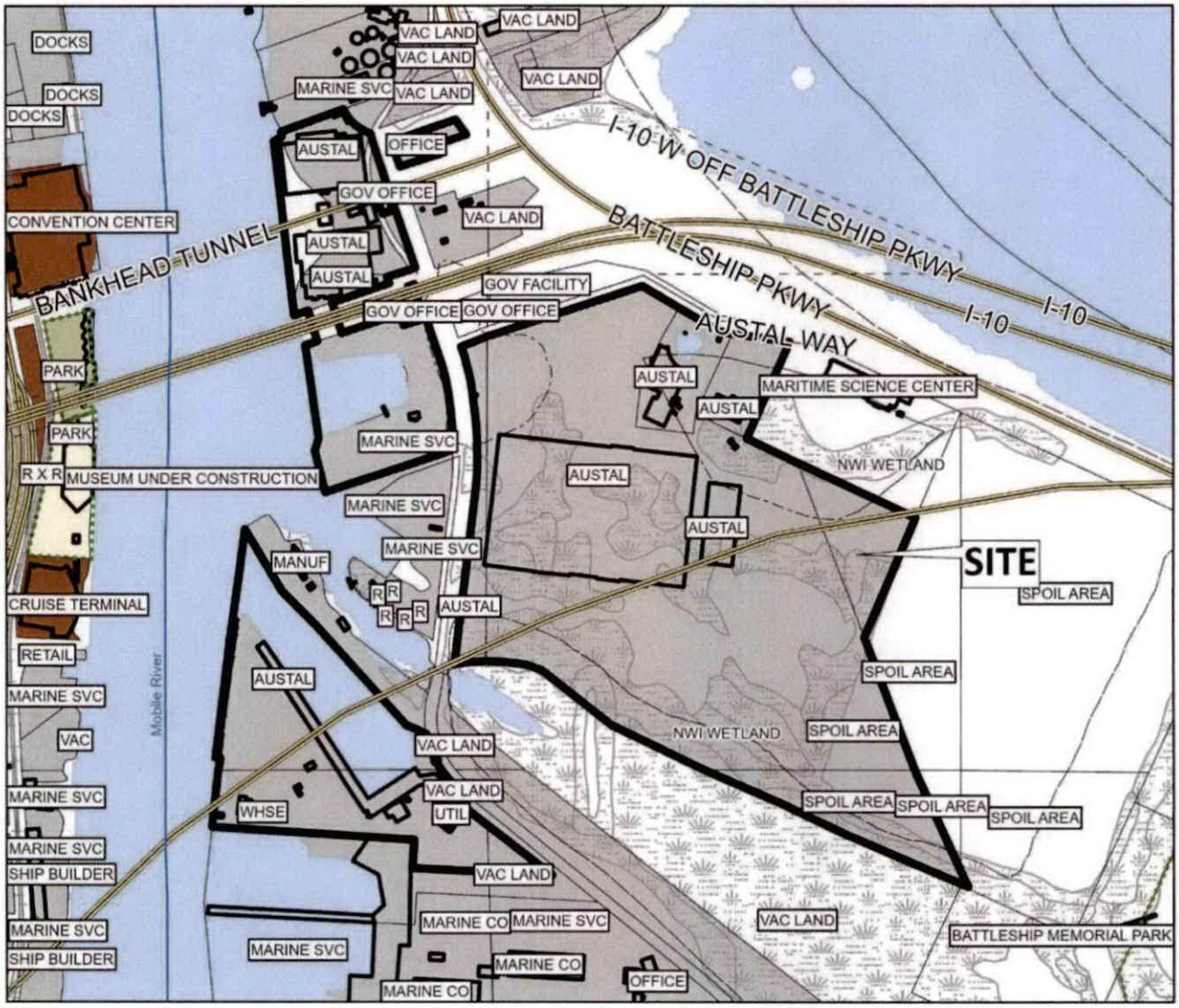
REQUEST PUD Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by marine services and industrial units.

APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

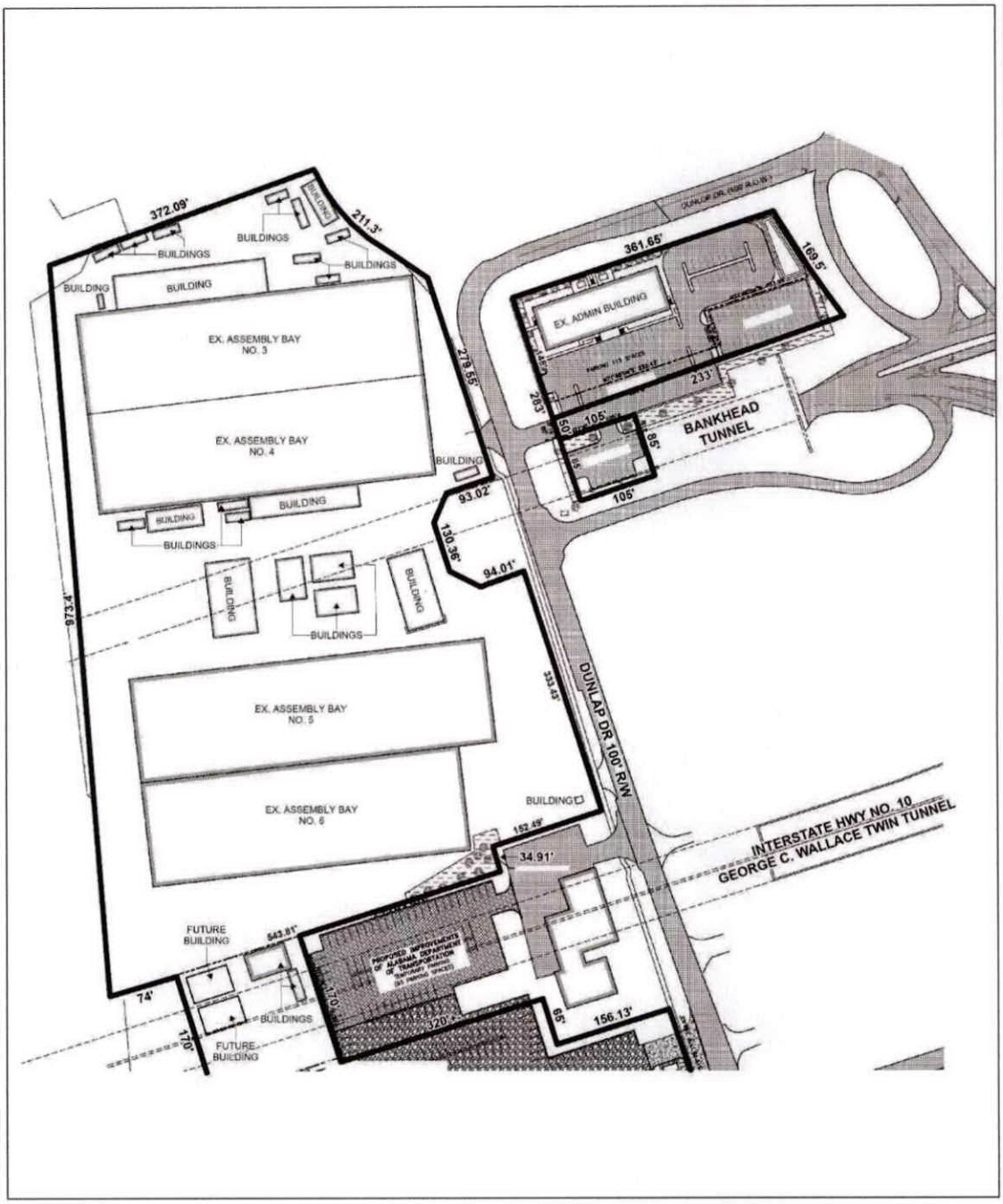
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



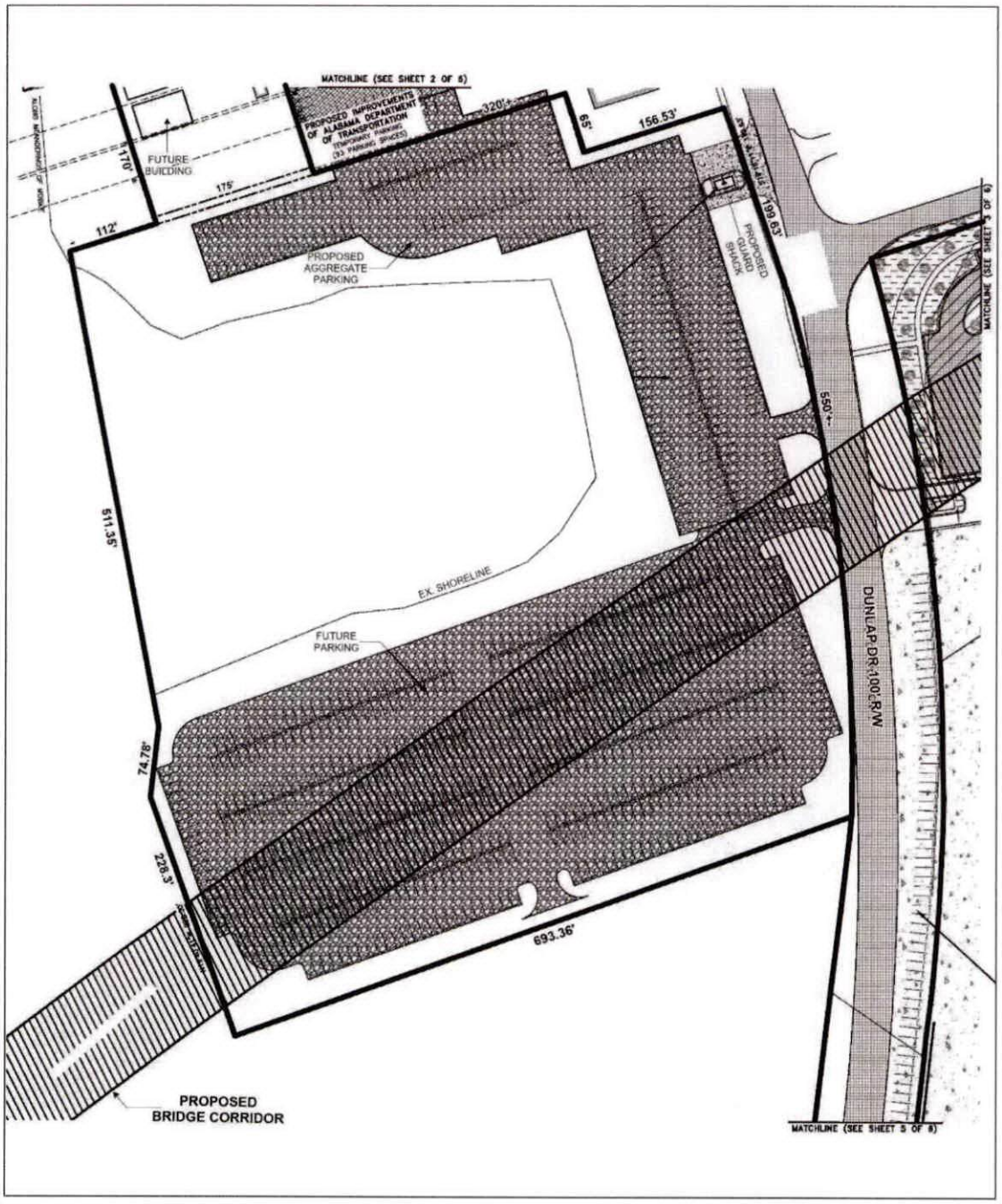
The site plan illustrates existing marine manufacturing facilities, existing buildings, and proposed buildings.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

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SITE PLAN



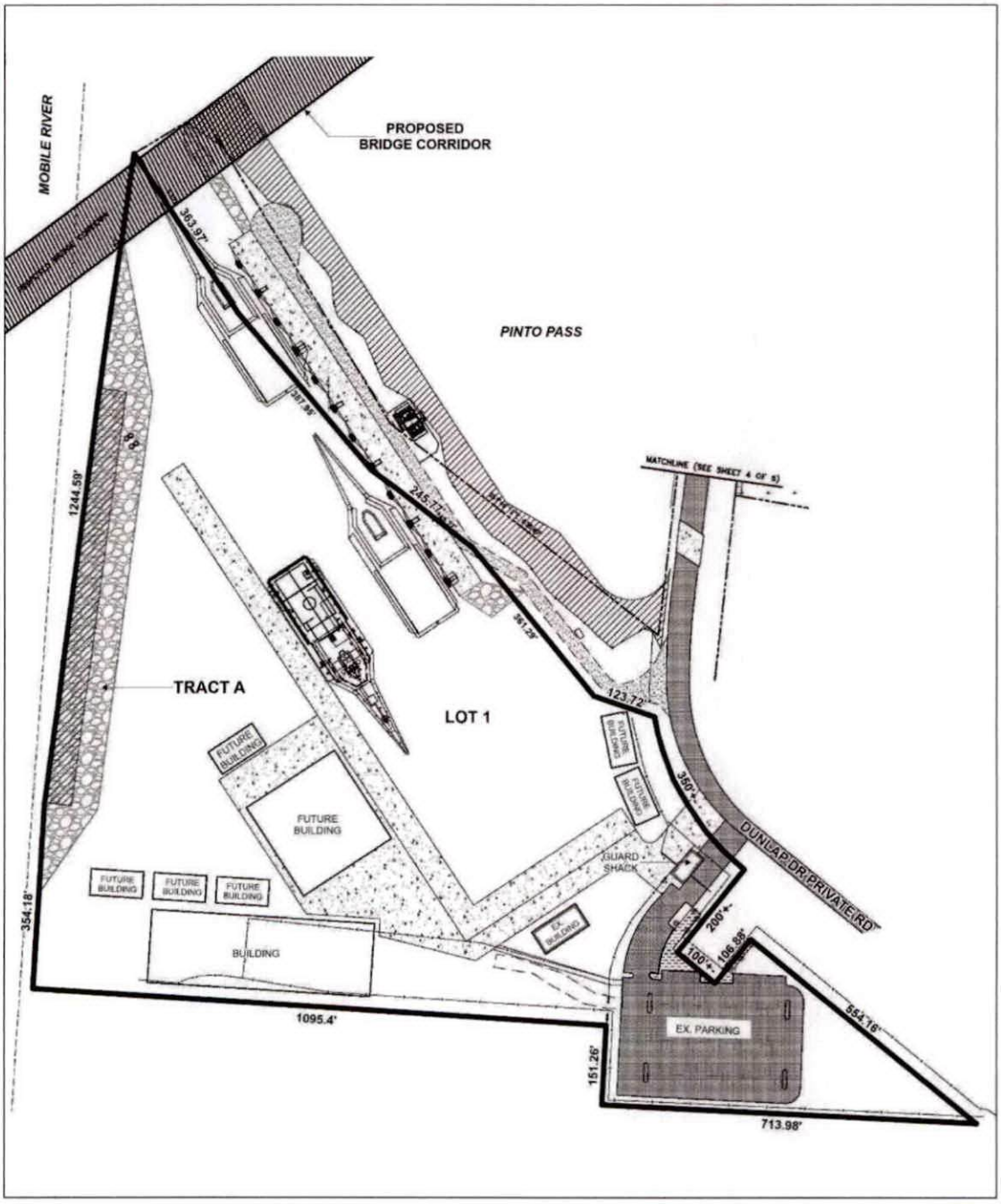
The site plan illustrates proposed buildings and proposed parking.

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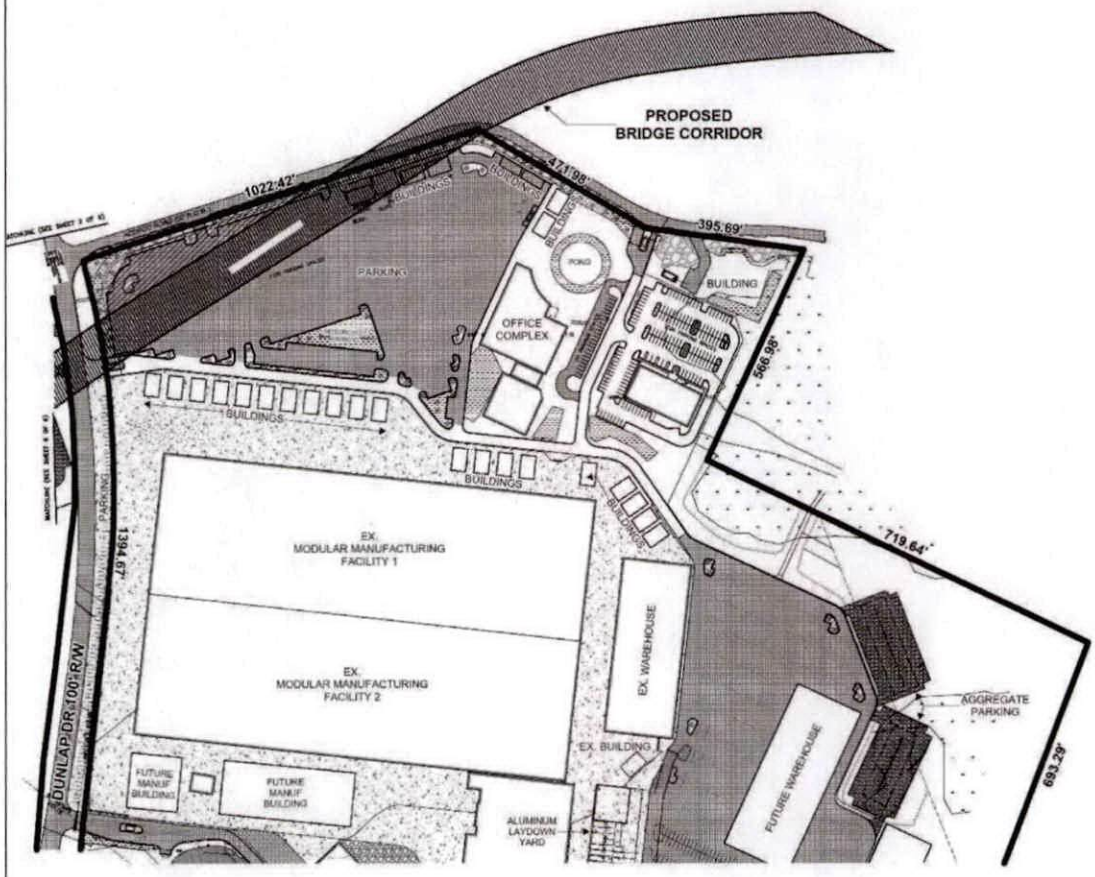
The site plan illustrates existing marine manufacturing facilities, existing buildings, existing parking, and proposed buildings.

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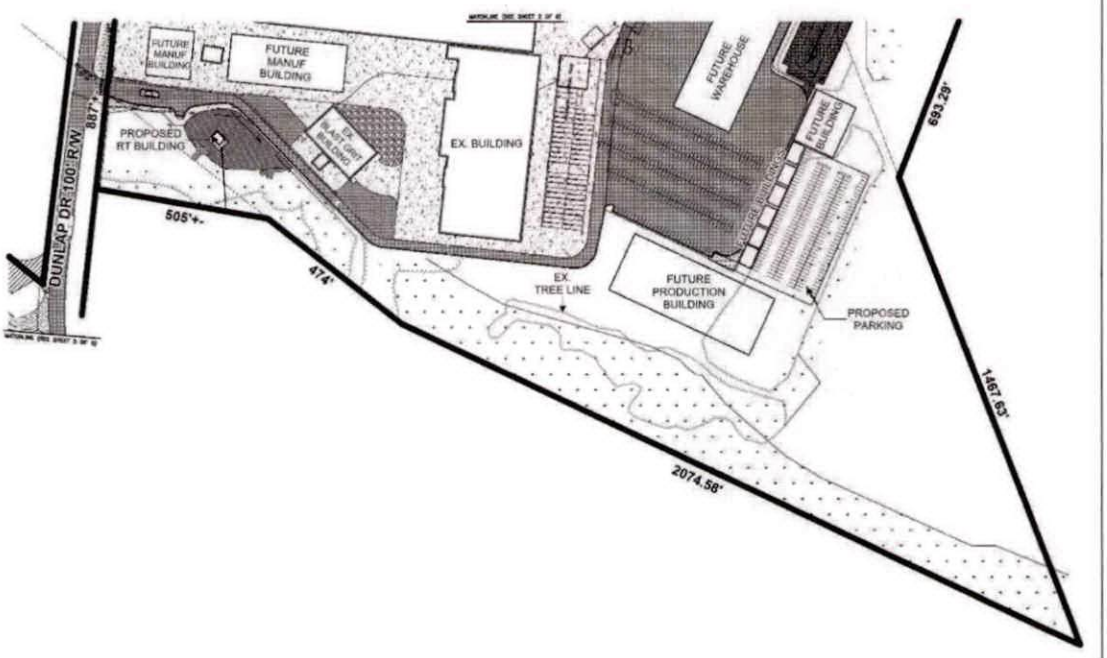
The site plan illustrates existing manufacturing facilities, existing buildings, existing parking, proposed buildings and proposed parking.

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ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.